

SPECIAL IMPROVEMENT DISTRICT No. 1 OF THE
RIO GRANDE WATER CONSERVATION DISTRICT

ANNUAL REPLACEMENT PLAN
2021 PLAN YEAR

Prepared

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By

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The 2021 Annual Replacement Plan (ARP) for Special Improvement District No.1 of the Rio Grande Water Conservation District Plan Year depletion calculations were prepared by applying information provided by the Division of Water Resources (DWR) to the response function similar to that used in the 2020 ARP. These 2021 ARP calculations provide for the highest amount of depletion replacement that could be required of Subdistrict No.1 in Plan Year 2021. If revised data is provided by DWR subsequent to the submission of this draft 2021 ARP, that results in the calculations of a lower depletion amount for the 2021 Plan Year, Subdistrict No.1 reserves the right to recalculate 2021 Plan Year depletions and to make the resulting required replacements in a manner necessary to meet the ARP objectives.

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Rule 11. Subdistrict's Proposed ARP

11.1. By April 15th of each year, a Subdistrict with an approved Groundwater Management Plan must submit to the State and Division Engineers a proposed ARP that includes the following:

11.1.1 A database of all Wells to be covered by the ARP, which will be updated annually. The database of Subdistrict Wells will be provided in hard copy or electronic format, at the reasonable discretion of the State and Division Engineers and will include:

- 11.1.1.1 The structure identification number (WDID)
- 11.1.1.2 If no structure identification number has been assigned to a Subdistrict Well, the Subdistrict will furnish the following information: (See language in Rules court document).
- 11.1.1.3 A separate list of Subdistrict Wells with Plans for Augmentation
- 11.1.1.4 The total combined projected annual diversion for all Subdistrict Wells
- 11.1.1.5 The expected method(s) of irrigation, the combined projected number of acres irrigated by Wells included in the ARP, and the total projected acreage by each irrigation method
- 11.1.1.6 For non-irrigation Subdistrict Wells, a calculation of all projected withdrawals and projected Net Groundwater Consumptive Use
- 11.1.1.7 Any other data the Subdistrict deems necessary to support its projected Stream Depletions
- 11.1.1.8 Any other information required by the State and Division Engineers and reasonably necessary to evaluate the proposed ARP

11.1.2 The Subdistrict will submit projected Stream Depletions from the Wells covered by an ARP, in time, location, and amount based on the applicable Response Functions under Rule 7.3, along with the Response Functions or approved alternative methodology that complies with Rules 7.5 and 7.6.

11.1.3 The Subdistrict will submit a detailed description of how Injurious Stream Depletions from groundwater withdrawals by Wells included in the ARP will be replaced or Remedied, including:

- 11.1.3.1 The source, sufficiency, availability, and amounts of replacement water the Subdistrict will use to replace Injurious Stream Depletions during the term of the ARP and the Subdistrict's plan to replace or Remedy Injurious Stream Depletions occurring after the term of the ARP

11.1.4 The Subdistrict will also list and provide copies of any voluntary contractual arrangements among water users, water user associations, water conservancy districts, Subdistricts, and/or the Rio Grande Water Conservation District pursuant to which:

- 11.1.4.1 Water is added to the stream system to assist in meeting the Rio Grande Compact delivery schedules
- 11.1.4.2 Water is added to the stream system to replace or Remedy Injurious Stream Depletions resulting from the use of underground water
- 11.1.4.3 Subject to section 37-92-501(4)(a)(I)-(III), C.R.S., injury to senior surface water rights resulting from the use of underground water is Remedied by means other than by providing water to replace Injurious Stream Depletions

11.1.5 Information to document progress towards achieving and maintaining a Sustainable Water Supply, including:

- 11.1.5.1 Water levels, pressure levels, and/or groundwater withdrawals as appropriate
- 11.1.5.2 A listing of any irrigated acres proposed to be fallowed, whether those acres are temporarily or permanently fallowed, and the water rights associated with those proposed fallowed irrigated acres
- 11.1.5.3 A listing of water rights proposed to be temporarily or permanently retired and historical operations of each water right
- 11.1.5.4 Other proposed actions to be taken as applicable

Appendices

- Appendix A Tabulation of Subdistrict Wells
- Appendix B List of Augmentation Wells, Links and Map
- Appendix C NRCS Forecasts, 10 Day Forecast DWR, Compact
- Appendix D Projected Recharge Credits
- Appendix E Ditches and Pro Rata Shares
- Appendix F History & Documentation of Purchase
- Appendix G Santa Maria Leases
- Appendix H Forbearance Agreements
- Appendix I Closed Basin Project Letters
- Appendix J Unconfined and Confined Groundwater Levels in Wells within Subdistrict No. 1, Well Location Map
- Appendix K Hydraulic Divide Maps with Groundwater Contours, Flow Vectors
- Appendix L List of Current CREP & Fallow Parcels in Subdistrict No. 1 by Legal Location & Map
- Appendix M Map of Permanent Land Purchases for Subdistrict No. 1
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- Appendix O Great Sand Dunes National Park Forbearance
- Appendix P List of Contract Wells

Abbreviations

ARP	Annual Replacement Plan
CPW	Colorado Parks and Wildlife
CREP	Conservation Reserve Enhancement Program
Divide	Hydraulic Divide
DWR	Division of Water Resources
Farm Unit	The lands and wells under the control and management of an Owner and/or Operator and treated as a single unit
Irrigation Year	The time period during 2021 when diversions for irrigation use may legally occur
NRCS	United States Department of Agriculture, Natural Resources Conservation Service
Plan Year	The ARP for the period May 1, 2021 through April 30, 2022
PWM	Plan of Water Management for Subdistrict No. 1
Rio Grande Index Gage	Stream Gage located on the Rio Grande near Del Norte (USGS 08220000)
RGCWUA	Rio Grande Canal Water Users Association
RGDSS	Rio Grande Decision Support System
RGWCD	Rio Grande Water Conservation District
Rule or Rules	Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights (2015CW3024)
SEO	State Engineer's Office
Subdistrict No. 1	Special Improvement District No. 1 of the Rio Grande Water Conservation District
Subdistrict Well(s)	Wells Irrigating Subdistrict No. 1 land
SWC	Surface Water Credit
SWSP	Substitute Water Supply Plan
WDID	Water District Structure Identification Number
GSNPS	Great Sand Dunes National Park Service

INTRODUCTION

The purpose of this report is to satisfy the requirements for an ARP for the Plan Year under the provisions of the PWM for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010, and upheld by the Colorado Supreme Court on December 19, 2011. Further, the ARP has been drafted in accordance with the requirements of the State Engineer, PWM, and the pertinent court decrees.

As required by the referenced decrees, this report includes information needed by the Subdistrict No. 1 staff and the RGDSS modeling team for calculating stream depletions attributable to Subdistrict Wells and information to assess progress toward other PWM objectives. This ARP includes a series of tables created by Subdistrict No. 1 staff and the RGDSS modeling team tabulating stream replacement quantities and locations resulting from Subdistrict No. 1 well groundwater withdrawals and a water portfolio to be used to replace such stream depletions.

Further, this report describes a plan to remedy injurious stream depletions caused by the withdrawal of groundwater from Subdistrict Wells. This ARP includes details of the water portfolio to be used to remedy injurious depletions identified by the DWR and supporting information as required by the rulings and decree in Case Nos. 2006CV64 and 2007CW52.

This ARP is submitted in compliance with the Subdistrict No. 1 PWM and applies only to wells operating under the Subdistrict No. 1 PWM and ARP. Other Subdistricts will file separate ARPs and will operate those wells under those ARPs.

11.1.1 DATABASE OF ALL WELLS TO BE COVERED BY THE ARP

1.0 STRUCTURE IDENTIFICATION NUMBER (WDID)

A comprehensive listing of wells included in the ARP. The list identifies wells the subdistrict is including in the ARP and is necessary for DWR to identify which wells are permitted to continue operating in accordance with the above referenced court decrees and any current or future well regulations promulgated by the DWR. Further, the list of wells is a necessary input to the RGDSS Groundwater Model.

Appendix A is the most current tabulation of the WDID and the groundwater withdrawals of each Subdistrict Well.

Sixty-four wells were contracted into Subdistrict No. 1 in 2021. Thirteen of the Sixty-four wells already existed on the previous ARP well lists, therefore 51 new wdid's were added to the Subdistrict Well List by Participation Contract. For the list of new contract well inclusions, see Appendix P.

WDID 2008858 was removed from the well list because it was identified as a well within the Alamosa LaJara Response area.

Table 1.0
Subdistrict No.1 Annual Well List Update

2020 Number of Wells	2021 Number of Wells	New 2021 Wells (WDID)	Removed 2021 Wells
3,476	3,524	<u>Explanation:</u> Sixty-four wells were contracted into the 2021 ARP. Of the 64 wells 13 already existed on the well list. Two of the 64 wells did not have WDIDs at the time of ARP filing.	2008858

2.0 OTHER WELL IDENTIFICATION INFORMATION

The database of wells the Subdistrict has accepted as part of this ARP was satisfied under 1.1.

3.0 GREAT SAND DUNES NATIONAL PARK SERVICE (NPS)

The NPS Wells (WDIDs 3505620, 3505052, 3505053) lie outside the Subdistrict No.1 Response Area, but inside the RGDSS Model Domain in an area for which no RGDSS Response Function was developed. Under Rule 7.5, the NPS provided a Glover analysis and an engineering report as an alternative to determine stream depletions in time, place and amount of depletions caused by NPS wells. The reports were reviewed by Division of Water Resources and determined acceptable and reliable methods of estimating stream depletions. On January 14, 2021 the state engineer approved the sustainability metric for future ground water withdrawals by NPS. See Appendix O.

4.0 SUBDISTRICT WELLS WITH PLANS FOR AUGMENTATION

The Subdistrict Wells include some wells that are also part of a decreed plan for augmentation. The augmentation plans vary in their conditions, but they associate surface rights with Subdistrict Wells and other wells in administration of the respective plan. They are included in the list for fee determination and if any portion of their legally decreed pumping is not covered by their individual plans for augmentation it is subject to Subdistrict No. 1 fees and Subdistrict No. 1 will replace injurious depletions caused by the non-augmented groundwater withdrawals as part of this ARP. Some wells in this list had independent water rights prior to becoming included in a plan for augmentation.

The Plan of Augmentation decreed in 82CW0017 known as the SRS Augmentation Plan will not be in operation for 2021. The wells associated with the Plan of Augmentation are 2008188, 2008189, 2008189, 2008191 and 2008192. All the wells associated with the 82CW0017 decree will operate as Subdistrict No.1 wells as part of the 2021 ARP. Subdistrict No.1 will remedy injurious stream depletions caused by all the groundwater withdrawals from these wells and meet requirements for aquifer sustainability in compliance with the rules and regulations for Water Division No.3.

Appendix B contains the list of augmentation wells, links to their decrees and a map of the fields associated with those plans for augmentation.

5.0 TOTAL COMBINED PROJECTED ANNUAL DIVERSION FOR ALL SUBDISTRICT WELLS

For Subdistrict Wells listed in this ARP, DWR reported metered pumping as of April 1, 2021, for the previous Irrigation Year was 246,309 acre-feet. Based on projected Subdistrict No. 1 operations, weather predictions and antecedent conditions, it is anticipated that 2021 ARP well groundwater withdrawals will be 240,000 acre-feet.

6.0 EXPECTED METHODS OF IRRIGATION, THE COMBINED PROJECTED NUMBER OF ACRES IRRIGATED AND THE TOTAL PROJECTED ACREAGE BY EACH IRRIGATION METHOD

As in the previous ARP, it is projected that the vast majority of metered well groundwater withdrawals in the current Irrigation Year will be used for irrigation through center pivot sprinklers. Only a small percentage of groundwater withdrawals, if any, will be applied through flood irrigation.

Each irrigation season, the RGWCD conducts a field survey of the irrigated acreage on the Valley floor within the RGWCD boundaries to record crop types grown by field. Table 3.1 is the summary of “irrigated acres, cropping patterns and irrigation methods” on parcels that are part of this ARP’s Subdistrict Farm Units. The data was derived from the irrigated agriculture field survey by spatially “capturing” any fields that lie within any of the landowner parcels that are part of the Farm Units. The crop information and acreage from the irrigated agriculture shapefile attribute tables was compiled and is shown in Table 3.1.

Table 3.1
Cropping Patterns within Subdistrict No. 1 for Previous Irrigation Year

Crop Type	Total Acres	Sprinkler	LEPA	Flood
Alfalfa	27,160.90	26,956.97	-	203.94
Canola	1,965.31	1,965.31	-	-
Carrots	1,193.01	1,193.01	-	-
Corn	126.50	126.50	-	-
Grain	1,638.79	1,609.14	29.66	-
Lettuce	1,525.59	1,525.59	-	-
Oats	1,718.68	1,718.68	-	-
Potatoes	46,427.88	46,326.70	89.27	11.91
Sudan Grass Hay	3,022.68	3,022.68	-	-
Vegetables	805.61	805.61	-	-
Triticale Hay	346.31	346.31	-	-
Grass Hay/Pasture	5,849.67	2,707.43	31	3,111.63
Fallowed	8,060.56	7,419.08	-	641.48
Cover Crop	22,524.94	22,435.76	89.17	-
Barley	32,173.60	32,173.60		
CREP	9,471.90	9,471.90	-	-
Quinoa	3,738.93	3,713.44	25.49	-
Hemp	2,811.55	2,811.55		-
Totals	170, 562.42	166, 329.26	264.20	3,968.96

The RGWCD Field Survey is done at one point in the growing season. If crops are mixed or observed at an immature stage, it is likely to get clumped into a large category like grain, vegetables, or green manure.

Subdistrict No. 1 wells irrigated approximately 138,565.58 acres during the previous Irrigation Year when crop types “Fallowed” and “CREP” are excluded from the total. See Table 3.1

7.0 NON-IRRIGATION SUBDISTRICT WELLS – CALCULATION OF ALL PROJECTED WITHDRAWALS AND PROJECTED NET GROUNDWATER CONSUMPTIVE USE

Included in the ARP Well List are a number of wells with beneficial uses other than irrigation. The Subdistrict utilized information provided by DWR to calculate the consumptive use rates used in the RGDSS Model to calculate stream impacts and returns. Beneficial uses include primarily potato washing, commercial, domestic (subdivision) and fish. A spreadsheet was prepared by the Subdistrict to calculate the composite Consumptive Use Ratio that is a necessary input in the Response Functions. A spreadsheet of the calculation prepared for use in the 2021 ARP will be submitted with this ARP.

8.0 GREAT SAND DUNES NATIONAL PARK SERVICE- NON IRRIGATION WELL PROJECTIONS

The wells located on the GSDNP estimated projects for 2021= 1.001acft. See addendum O for more information.

9.0 OTHER DATA NECESSARY TO SUPPORT THE PROJECTED STREAM DEPLETIONS

The ARP Well List included with this ARP provides a WDID for all wells the Subdistrict has accepted as part of this ARP and, therefore, no additional well identification information is required by Rule 11.1.1.

10.0 OTHER INFORMATION REQUIRED BY THE STATE AND DIVISION ENGINEERS AND REASONABLY NECESSARY TO EVALUATE THE PROPOSED ARP

a. FARM UNIT DATA

Information collected for Subdistrict No. 1 Farm Units included identification of the wells and surface rights allocated to the irrigated fields on the lands comprising of each Farm Unit. A summary of the ditches and pro rata shares of surface water allocated to fields in this ARP’s Farm Units is included in Appendix E. This represents the “surface water source” for Subdistrict No. 1.

The groundwater source is represented by the database of Subdistrict Wells described in Section 1.0, above, and found in Appendix A. The groundwater amount or the diversions (in acre-feet) for each Subdistrict Well during the previous Irrigation Year are included for each WDID in that Appendix.

b. TOTAL DIVERSIONS BY DITCH

Table 3.2 shows the ditch service areas that have diversions in Subdistrict No. 1. The diversions shown are total irrigation water for the ditch for the previous Irrigation Year, but only a portion is delivered within Subdistrict No. 1.

**Table 3.2
Ditch Service Areas with Diversions in Subdistrict No. 1
Total Ditch Diversions 2020 Irrigation Year**

WDID	Ditch Name	Diversions in Acre-Feet	Irrigation Year
2000546	Billings Ditch	3,530.38	2020
2000556	Butler Ditch	1,315.44	2020
2000627	Excelsior Ditch	20,394.00	2020
2000631	Farmers Union Canal	13,879.00	2020
2000699	Kane Callan Ditch	2,197.50	2020
2000736	Mc Donald Ditch	5,890.80	2020

2000798	Prairie Ditch	10,331.00	2020
2000812	Rio Grande Canal	83,094.00	2020
2000814	Rio Grande Ditch #2	1,109.95	2020
2000829	San Luis Valley Canal	8,611.00	2020
2001820	Seepage	2,047.50	2020
2700518	Green D #1	0.00	2020
2700523	Johnnie Smith D 1	0.00	2020
2700533	McLeod No 3	1,476.20	2020
2700537	Moody and Head D	24.54	2020
2700538	Omnibus D	0.00	2020
2700543	Rocky Hills Sepg Ovfl D	0.00	2020
2700545	Shown D	1,969.20	2020
2700551	White D	0.00	2020
2700553	Wilson D NO 4	61.10	2020
2700684	La Magote D NO 2	0.00	2020
2700714	McLeod D NO 4 & 5	0.00	2020

Notes:

New structure (2700714) replaced (2700534) McLeod No 4 and (2700535) McLeod No 5

c. DITCHES AND PRO RATA SHARES

The known pro-rata surface water allocated to Subdistrict No. 1 Farm Units is shown in Appendix E.

d. SURFACE WATER CREDIT

The amount of SWC exchanged between Farm Units for the 2020 fees was 28,532 acre-feet. This number may change during the 2020 appeal process.

The surface water exchanged for 2021 is not available until May and is not included in this report.

e. HYDRAULIC DIVIDE STUDY

The hydraulic divide is a shallow groundwater divide, that when present, separates the closed basin in the San Luis Valley from the remainder of the Rio Grande Basin. The hydraulic divide has been historically mapped generally paralleling and lying northerly of the Rio Grande $\pm\frac{1}{2}$ to ± 2 miles through the reach from near Del Norte to Alamosa. The hydraulic divide extends northwest of Del Norte to the Continental Divide and from Alamosa northeast to the basin divide along the Sangre de Cristo Mountains. Recent water level measurements in wells along the north side of the Rio Grande indicate that the hydraulic divide has retreated south to the Rio Grande or very near the river. A goal of the Plan of Water Management is to recover and re-establish the hydraulic divide northerly of the river which is likely to reduce depletions to the Rio Grande from well pumping within Subdistrict No. 1.

The groundwater flow vectors do not provide evidence of a well-defined divide with the possible exception of an area between Monte Vista and Alamosa where there is some evidence for a few miles. The interpreted location of the divide is shown on the maps prepared from the 2020 groundwater measurements. The approximate divide location in the area between Del Norte and the 7-Mile Plaza is uncertain due to the perched river condition, so it is shown as a dotted line on the maps included in Appendix K.

f. OTHER

The following information needed to evaluate the 2021 ARP was provided as a supplement to the ARP:

1. Resolution from RGWCD approving the Subdistrict 2021 ARP.
2. Response Function spreadsheet supporting the calculations submitted in the ARP.
3. The list of Subdistrict Wells included in the 2021 ARP in spreadsheet format matching the list presented in Appendix A
4. Resolution from RGWCD to allow the Subdistrict to allocate Closed Basin Project water in the 2021 ARP.
5. Copies of the new CREP contracts made since the 2020 ARP.

11.1.2 PROJECTED STREAM DEPLETIONS FROM THE WELLS COVERED BY THE ARP BASED ON THE APPLICABLE RESPONSE FUNCTION OR APPROVED ALTERNATIVE METHOD

The purpose of this section of this ARP is to present data showing projected 2021 depletions to the Rio Grande resulting from Subdistrict Well groundwater withdrawals. Depletions are calculated by a Response Function spreadsheet that outputs total depletions for the Plan Year and a breakdown of monthly depletions for three reaches of the Rio Grande. The DWR directed Subdistrict No. 1 to use the current 6P98 Response Function for calculating projected stream depletions for this ARP.

Forecasted calendar year flow through the Rio Grande Index Gage was a benchmark used to make depletion projections. From this forecast, estimates of total well pumping, canal diversions and annual recharge credit were prepared. This information is utilized in the Response Function spreadsheets to provide a calculation of projected depletions caused by Subdistrict Well groundwater withdrawals.

1. 2021 STREAM FLOW FORECAST -- RIO GRANDE

As required in the PWM, Appendix 1, a copy of the April 1, 2021 NRCS forecast for stream flows of the Rio Grande Basin in Colorado is required for the estimate of recharge in Subdistrict No. 1 that offsets groundwater consumption based upon hydrologic conditions for the current Plan Year. In addition to the NRCS forecast, the Division No. 3 Division Engineer's estimate of the annual flow of the Rio Grande Index Gage identified in the April 8, 2021 Rio Grande Compact Ten Day Report is required to assist in projecting hydrologic conditions of the Rio Grande for the current Plan Year.

Table 2.0
Stream Flow Forecast 2021

Forecast Source	Analysis Date	Apr-Sep Forecast (acre-feet)	% of Average	Total Annual Estimated Flow outside of Apr-Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)
		(1)	(2)	(3)	
DWR	April 8, 2021	365,000	71	70,000	435,000
NRCS	April 1, 2021	365,000	71		

- (1) projected 50% exceedance streamflow at the Rio Grande near Del Norte gaging station
(2) NRCS 30-year average of 515,000 acre-feet used for this calculation
(3) January through march and October through December

Data collected from the Division #3 Engineer’s Rio Grande Compact Ten Day Report on April 8, 2021 projected annual flow will be the basis for estimating recharge in Subdistrict #1 that offsets groundwater consumption in the 2021 ARP.

A copy of the NRCS April 1, 2021 Forecast and Division No. 3 Division Engineer’s Rio Grande Compact Ten Day Report is attached in Appendix C.

2. 2021 STREAM FLOW FORECAST -- CONEJOS RIVER

Based on the same forecast documents referenced above, the Division No. 3 Division Engineer’s April 8, 2021 forecasts for the Conejos River for the period April – September and the annual values are tabulated below. The NRCS forecast and the Division No. 3 Division Engineer’s Rio Grande Compact Ten Day Report for the Conejos River Basin in Colorado is included in Appendix C.

Data contained in the Division No. 3 Engineer’s Rio Grande Compact Ten Day Report indicates that 22,500 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Conejos River basin projected annual flow. Table 2.1 includes the forecasted flows for the referenced rivers and the forecast for total projected annual flow during the 2021 calendar year.

Table 2.1
Conejos River Basin Estimated Annual Flow

Forecast Point	Period	Forecast (acre-feet)	% of avg.	Estimated Flow outside of Apr-Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)
NRCS 4-1-2021		(1)		(2)	
Conejos R. near Mogote	Apr-Sep	153,000	79		
San Antonio R. at Ortiz	Apr-Sep	6,500	42		
Los Pinos R. near Ortiz	Apr-Sep	48,000	66		
DWR 4-8-2021					
Conejos R. near Mogote	Apr-Sep	153,000	79		
San Antonio R. at Ortiz	Apr-Sep	6,500	42		
Los Pinos R. near Ortiz	Apr-Sep	48,000	66		
Total				22,500	230,000

- (1) projected 50% exceedance streamflow at the gaging station
(2) January through March and October through December

3. PROJECTED ANNUAL RECHARGE CREDIT

Recharge credit is available to four canals/ditches that divert from the Rio Grande into Subdistrict No. 1 in accordance with their respective decrees. This recharge credit is used as an offset to gross groundwater consumption in accordance with the respective decrees and the method used to calculate depletions to surface streams. Further, it was necessary to reduce the totals by the consumptive use attributable to surface water used directly through sprinklers and flood irrigation, projecting that the current Irrigation Year water usage will be similar to that measured for the previous ARP. The following information obtained from irrigators during the previous year was used as estimates of surface water use:

Table 2.2
Calculated Projected Recharge Decree Credits for Subdistrict No. 1
During Current Irrigation Year
 (Units in acre-feet)

	Rio Grande Canal	San Luis Valley I.D.	Prairie Ditch	SLV Canal	Totals
Total Consumable	80,658.63	8,930.08	6,779.61	9,880.50	106,248.81
% Within Subdistrict No. 1	93.05%	100%	99.20%	78.82%	
Total Consumable Within Subdistrict No. 1	75,052.85	8,930.08	6,725.37	7,787.81	98,496.11
Surface Water Through Sprinklers @83%	-3,072.73	0.00	-152.28	-67.84	-3,292.85
Surface Water Used for Flood @60%	-110.94	0	0	0	-110.94
Totals	71,869.18	8,930.08	6,573.09	7,719.97	95,092.32

Appendix D To provide a reasonable method for predicting probable recharge credit quantities for 2021, trend lines were developed for each canal/ditch by plotting historical annual river flows and corresponding recharge credits. Regression trend lines were developed for each of the four canals/ditches and resulting equations describing the trend lines. A full description of the analysis and data used to prepare the trend lines is included in Appendix D.

Therefore, the projected consumable recharge credit under the four recharge decrees for the current Irrigation Year is 95,092.32 ac-ft.

4. PROJECTED PLAN YEAR STREAM DEPLETIONS

Response Function No.1 6P98V1.1 was used for calculation for projection calculations. Projections of groundwater pumping of **240,000** ac-ft and recharge that offsets groundwater pumping of **95,092.32** ac-ft were entered into the Estimated Net Groundwater Consumptive Use table of the Response Function.

Table 2.3
Estimated Net Groundwater Consumptive Use
 (Units in acre-feet)

Year	Subdistrict No.1 Total					Recharge that Offsets Groundwater					Net Groundwater Consumptive Use
	Irrigation Pumping to Center Pivots	Irrigation Pumping to Flood Irrigation	Other Pumping	Other Consumptive Use Ratio	Groundwater Consumption	Recharge Source 1	Recharge Source 2	Recharge Source 3	Recharge Source 4	Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
2011	326,237	0	4,825	0.62	273,777	83,801	9,981	8,325	8,204	110,310	163,467
2012	260,952	0	3,958	0.62	219,052	54,870	6,748	4,795	3,620	70,034	149,018
2013	230,448	0	5,462	0.58	194,425	84,919	5,477	4,227	4,782	99,404	95,021
2014	238,399	0	4,588	0.59	200,583	110,566	28,596	14,133	12,777	166,072	34,511
2015	206,700	0	5,104	0.54	174,309	122,980	34,685	15,139	15,608	188,412	-14,103
2016	237,035	0	4,919	0.54	199,377	125,562	32,064	12,873	14,396	184,894	14,483
2017	237,048	0	5,365	0.54	199,657	138,112	31,813	15,292	16,043	201,260	-1,604
2018	262,768	0	6,259	0.60	221,831	42,895	2,136	1,924	2,140	49,096	172,735
2019	213,504	0	4,964	0.54	179,869	132,121	45,852	22,196	22,619	222,788	-42,918
2020	246,309	0	4,058	0.51	206,511	58,838	10,230	5,879	5,467	80,413	126,098
2021	240,000	0	4,100	0.51	201,296	71,869	8,930	6,573	7,720	95,092	106,203
Avg	245,400	0	4,873	0.56	206,426	93,321	19,683	10,123	10,307	133,434	72,992

Explanation of Columns

- (1) Calendar Year
- (2) Determined from metered groundwater pumping
- (3) Determined from metered groundwater pumping
- (4) Determined from metered groundwater pumping
- (5) Calculated as $0.83 \times \text{Col 2} + 0.60 \times \text{Col 3}$
 (0.83 and 0.60 are the consumptive use ratios of total pumping associated with sprinkler irrigation practices, respectively)
- (5) – (9) Determined from analysis of historical diversions and recharge decrees
 (W-3979, W-3980, 96CW0045, and 96CW0046)
- (10) Calculated as $\text{Col 6} + \text{Col 7} + \text{Col 8} + \text{Col 9}$
- (11) Calculated as $\text{Col 5} - \text{Col 1}$

How wells that are added or deleted affect historical pumping figures:

- Any wells that are added to the ARP must add their 2010 through present pumping to the Subd1 historical pumping
- Any wells that are deleted from the ARP will have their historical pumping included in Subd1's pumping until the year that the wells are dropped
- If any wells that were deleted from a previous ARP list are added back in, any historical pumping from the years they were out will have to be included in Subd1's pumping

The projected Net Groundwater Consumptive Use for the Plan Year is **106,203** acre-feet as shown in Table 2.3.

As noted in Table 2.4, the Net Groundwater Consumptive Use derived in Table 2.3 is input into Column 3 in the row for the Plan Year. The projected calculated annual stream depletions resulting from Subdistrict Well groundwater withdrawals for the respective reaches of the Rio Grande and the

total are shown in Columns 4 through 7.

Table 2.4
Estimated Historical and Projected Net Stream Depletions from
Subdistrict Well Groundwater Withdrawals
 (Units in acre-feet)

Year	Rio Grande near Del Norte Stream Gage (Apr-Sep)	Net Groundwater Consumptive Use (Jan-Dec)	Annual Net Stream Depletions (May-Apr) ^{a)}			
			Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1970	561,150	101,275	225	341	-116	450
1971	389,397	135,541	420	714	-169	965
1972	373,031	169,393	619	1,069	-223	1,465
1973	755,509	38,851	479	878	-91	1,266
1974	270,942	220,567	2,366	1,325	-285	3,406
1975	730,848	23,753	2,294	1,028	-137	3,185
1976	512,997	65,760	2,016	938	-164	2,790
1977	163,635	240,127	3,825	1,513	-347	4,991
1978	340,660	155,492	3,828	1,627	-328	5,127
1979	886,617	11,835	3,093	1,222	-153	4,162
1980	672,668	63,873	2,726	1,100	-189	3,637
1981	310,945	170,010	2,681	1,423	-300	3,804
1982	572,474	36,314	2,286	1,211	-156	3,341
1983	578,510	32,273	2,031	994	-138	2,887
1984	652,637	40,219	1,869	902	-137	2,634
1985	864,564	2,568	1,648	717	-87	2,278
1986	865,371	-37,341	-90	669	16	595
1987	907,650	109,992	43	858	-115	786
1988	346,087	177,158	593	1,246	-226	1,613
1989	407,389	169,478	883	1,485	-243	2,125
1990	424,033	88,971	886	1,371	-166	2,091
1991	529,567	46,509	826	1,117	-117	1,826
1992	415,482	67,128	861	1,040	-136	1,765
1993	577,831	-21,380	-193	847	-6	648
1994	444,629	100,660	-115	924	-117	692
1995	734,492	-68,610	-2,899	893	140	-1,866
1996	313,441	205,238	-960	1,265	-111	194
1997	781,596	-1,949	-462	906	9	453
1998	466,821	112,457	-70	1,003	-122	811
1999	799,489	-50,972	-2,204	916	110	-1,178
2000	312,094	213,180	-208	1,325	-142	975
2001	655,233	65,822	415	1,184	-91	1,508
2002	96,717	322,490	3,276	1,932	-378	4,830

2003	261,300	234,308	5,234	2,191	-388	7,037
2004	431,675	126,966	4,837	1,967	-322	6,482
2005	682,540	70,356	4,059	1,661	-234	5,486
2006	411,656	119,657	3,660	1,626	-273	5,013
2007	593,239	23,116	3,064	1,311	-155	4,220
2008	623,333	49,201	2,700	1,148	-166	3,682
2009	513,058	-4,448	2,119	911	-90	2,940
2010	453,063	76,286	2,013	968	-166	2,815
2011	415,182	163,467	2,120	1,322	-268	3,174
2012	328,382	149,018	2,109	1,521	-265	3,365
2013	344,435	95,021	1,994	1,427	-210	3,211
2014	518,599	34,511	1,806	1,158	-139	2,825
2015	555,700	-14,103	1,074	900	-58	1,916
2016	565,800	14,483	862	735	-64	1,533
2017	573,900	-1,604	810	570	-45	1,335
2018	213,100	172,735	1,194	1,035	-240	1,989
2019	855,000	-42,918	-769	909	37	177
2020	307,800	126,098	-671	989	-110	208
2021	365,000	106,203	-245	1,079	-124	710
2022			-362	772	-15	395
2023			-356	544	-9	179
2024			-257	422	-8	157
2025			-184	339	-7	148
2026			-138	278	-7	133
2027			-97	222	-6	119
2028			-67	171	-5	99
2029			-39	133	-4	90
2030			-43	106	-2	61
2031			-62	90	-1	27
2032			-76	78	1	3
2033			-79	68	1	-10
2034			-62	51	1	-10
2035			-29	34	0	5
2036			-24	24	0	0
2037			-27	8	2	-17
2038			-20	0	1	-19
2039			47	0	-1	46
2040			17	0	0	17
Avg 2001-2020	464,986	89,841	1,984	1,264	-178	3,187
Avg 2001-2010	472,181	108,375	3,138	1,490	-226	4,401
Post Plan Depletion			-1,856	3,343	-60	1,423

a) Estimated net stream depletions shown in this table are greater than the stream depletions that potentially cause injury to surface water rights.

Explanation of Columns

- (1) Year
- (2) Rio Grande near Del Norte Gage streamflow in acre-feet for the NRCS streamflow forecast period of April through September.
- (3) Net Groundwater Consumptive Use (NetGWCU) for January through December. NetGWCU values for 2001 through 2010 were taken from the RGDSS Groundwater Model output. NetGWCU values for 2011 through 2020 were calculated using well meter data, diversion data, and irrigated acreage information. NetGWCU data for 2021 was estimated from 2020 well meter data and projected diversions based on the projected Rio Grande streamflow from the April 1, 2021 Rio Grande Compact Ten Day Report.

- (4) Net Stream Depletions in the Rio Grande Del Norte to Excelsior Ditch reach for the plan year (May through April) in ac-ft.
- (5) Net Stream Depletions in the Rio Grande Excelsior Ditch to Chicago Ditch reach for the plan year (May through April) in ac-ft.
- (6) Net Stream Depletions in the Rio Grande Chicago Ditch to the State Line reach for the plan year (May through April) in ac-ft.
- (7) Total Net Stream Depletions columns (4 + 5 + 6) in ac-ft.

2.5 Table 2.6 is an output from the Response Function spreadsheet that provides the annual total depletions into monthly replacement obligations for the three impacted reaches of the Rio Grande. This table lists the Plan Year stream depletions.

Table 2.5
Subdistrict No. 1 Monthly Net Stream Depletions for the Plan Year
 (Units in acre-feet)

Subdistrict No. 1 Total													
Stream Reach	2021								2022				Total
	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Rio Grande Del Norte-Excelsior	-43.36	-35.03	-16.80	-5.92	-5.21	-8.73	-11.74	-11.45	-23.89	-22.60	-31.55	-28.51	-246
Rio Grande Excelsior-Chicago	99.99	81.36	58.65	58.12	57.14	70.33	102.20	110.05	112.33	106.95	121.38	100.81	1,078
Rio Grande Chicago-State Line	0.83	-11.37	-24.87	-15.00	-5.08	-17.12	-1.44	2.98	-4.79	-10.97	-14.62	-22.21	-123
Total	58	35	17	37	47	44	89	102	83	73	74	50	709

Explanation of Columns

- (1) Stream reach
- (2) - (13) Monthly Net Stream Depletions in acre-feet
- (14) Total Plan Year Net Stream Depletions in acre-feet

As indicated in lower right hand corner of Table 2.5, the estimated total net depletions that will impact the Rio Grande during the Plan Year due to both past pumping and the projected Irrigation Year pumping using the 6P98 Response Function is **709** acre-feet. The locations of the net depletions and monthly quantities are tabulated in Table 2.5.

According to the RGDSS Groundwater Model, if Subdistrict Wells were to stop all groundwater withdrawals today, there would be a continuing depletion to the river for approximately 19 years. Based on calculations from the RGDSS Model 6P98 Response Functions, Table 2.6 illustrates that total post-plan net stream depletion are anticipated to be **1,440** acre-feet.

Table 2.6
Subdistrict No. 1 Post-Plan Net Stream Depletions
 (Units in acre-feet)

Years (May-Apr)	Rio Grande Del Norte- Excelsior	Rio Grande Excelsior- Chicago	Rio Grande Chicago- State Line	Total
2022-2041	-1,841	3,340	-59	1,440

11.1.3 DESCRIPTION OF HOW INJURIOUS STREAM DEPLETIONS FROM GROUNDWATER WITHDRAWALS BY WELLS INCLUDED IN THE ARP WILL BE REPLACED OR REMEDIED

1. AMOUNTS AND SOURCES OF REPLACEMENT WATER FOR PLAN YEAR

Table 4.1 shows the amounts and sources of replacement water carried over from the previous Plan Year and sources that have been acquired by Subdistrict No. 1 since 2012 that will be available to remedy injurious depletions. Sections 4.1 through 4.12 further explain the water quantities and sources.

Table 4.1
Amounts and Sources of Replacement Water Acquired by Subdistrict No. 1

Sec	In Storage -- Water Right(s) Name	Beginning Balance as of 4/10/2020	Beginning Balance as of 4/12/2021	Water Previously Controlled by:	SWSP	Current Location
4.1	Williams Creek Squaw Pass TM	1,151.65	122.70	Navajo Development	5346	Rio Grande Reservoirs
4.2	Williams Creek Squaw Pass TM	56.49	56.49	SLV Irrigation District	5346, 5506	Rio Grande Reservoirs
4.4	Tabor Ditch No. 2, Tabor Ditch No. 2 Enlargement TM	5.2	5.2	Colorado Parks and Wildlife	5346, 5506	Rio Grande Reservoirs
4.7	Piedra River TM, Piedra Water Rights	500.0	500.0	Colorado Parks and Wildlife	5346, 5506	Rio Grande Reservoirs
4.3	Pine River Weminuche Pass TM	1,000.0	1,000.0	SLV Water Conservancy District	5346, 5506	Rio Grande Reservoirs
4.5	Treasure Pass Trans- basin Diversion	730.76	730.76	Evelyn Underwood & Patti Cook	5346,5506	Rio Grande Reservoirs
4.6	Treasure Pass Trans- basin Diversion	100.0	100.0	Sid Klecker	5346, 5506	Rio Grande Reservoirs
4.8	SMRC 2012 Leases of 1,279.8 shares in RG Canal @ 0.944 af/share	1,252.11	1,252.11	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs

4.8	SMRC 2013 Leases of 3235.8 shares in RG Canal @ 0.72 af/share	2,328.8	2,328.8	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
4.8	SMRC 2014 Leases of 3320.8 shares in RG Canal @ 1.288 af/share	4,278.2	4,278.2	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
4.8	SMRC 2015 Leases of 3095.8 shares in RG Canal @ 1.86 af/share	5,758.2	5,758.2	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
4.8	SMRC 2016 Leases of 1645 shares in RG Canal @ 0.968 af/share	1,792.36	1,792.36	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
4.8	SMRC 2017 Leases of 835 shares in RG Canal @ 1.084 af/share	905.14		Santa Maria Reservoir Co	5491 2013C W3002	Santa Maria & Continental Reservoirs
4.8	SMRC 2018 Leases of 210 shares in RG Canal @ 0.618 af/share	129.78		Santa Maria Reservoir Co	5491 2013C W3002	Santa Maria & Continental Reservoirs
4.8	SMRC 2019 Leases of 180 shares in RG Canal @ 2.638 af/share	474.84	474.84	Santa Maria Reservoir Co	5491 2013CW3002	Santa Maria & Continental Reservoirs
	In Storage – Total Replacement Water (acre-feet)		17,597			
Sec 4.9	On Call – Irrigation Season Forbearance Agreements	Contract	Expected Yield	Source of Diversion	SWSP	Special Contract Conditions
	Rio Grande Canal	2,000	2,000	Rio Grande		
	San Luis Valley Canal	400	400	Rio Grande		
	Commonwealth Irrigation Company	No ac-ft limit		Rio Grande		
	Centennial Ditch Company	No ac-ft limit		Rio Grande		
	Excelsior Ditch Company	1,000	1,000	Rio Grande		
	Rio Grande Lariat Ditch Company	500	500	Rio Grande		
	On Call -- Irrigation Season – Total Water Available (acre-feet)		3,900			
Sec 4.10	On Call – Non-Irrigation Season	Total RG Allocation (all Subdistricts)	Expected Yield Subdistrict 1	Source of Diversion	SWSP	Current Location
	Closed Basin Project Allocation	3,800	462	RGWCD		Closed Basin Project
	On Call -- Non-Irrigation Season – Total Water Available (acre-feet)		208			
	Great Sand Dunes National Park Service					Forbearance with TNC.

2. OPERATION OF THE 2021 ANNUAL REPLACEMENT PLAN

The Subdistrict's replacement water that is currently in storage will be released from Rio Grande Reservoir, or other reservoirs, located in the Upper Rio Grande at the direction of the Division 3 Engineer, based on the RGDSS Model 6P98 Response Functions, to remedy injurious stream depletions on the Rio Grande during the Plan Year. All Plan Year injurious depletions calculated to occur by the Response Functions will be replaced in the time, location and amount that they occur, beginning on the first day of the Plan Year. These releases of water will be performed under the provisions of section 37-87-103, C.R.S.

Sections 37-80-120, 37-83-104, and 37-83-106, C.R.S., allow for exchanges to occur between reservoirs without a decree and if recognized by the Division Engineer. Appropriate accounting between the Division Engineer's Office and Subdistrict No. 1 will occur on a regular and routine basis if these exchanges occur. Any reservoir exchanges done during the Plan Year will be documented and reported in the subsequent Annual Report. The Division Engineer's Office will be notified in advance of any reservoir exchanges.

As shown above, Subdistrict No. 1 has implemented Forbearance Agreements with major canals located on the main stem of the Rio Grande for the Plan Year. Upon its sole discretion, Subdistrict No. 1 will exercise these agreements if conditions exist which could save an additional 200-800 acre-feet of replacement water during the Plan Year.

Based upon climate projections and historical diversion patterns for the Plan Year, if operated, the agreement with the ditches is predicted to result in a reduction of 200-800 acre-feet to the amount of water Subdistrict No. 1 would otherwise have to supply to the Rio Grande-Del Norte reach.

The forbearance agreements may be operated at the discretion of the Subdistrict.

Special Improvement Subdistrict No. 1 of the Rio Grande Water Conservation District staff have presented the Board of Directors of the Centennial Ditch Company with a request to allow the Centennial Ditch to be used as a carrier for replacement water under Subdistrict No. 1's Annual Operating Plan. a request to allow the Centennial Ditch to be used as a carrier for replacement water under Subdistrict Annual Operating Plans.

The reason for this request is there can be times when there is a dry reach in the Rio Grande when the Excelsior Ditch is sweeping the river. This may occur when the Excelsior Ditch is the calling priority on the Rio Grande and there is no Rio Grande Compact call.

Under these conditions, the Rio Grande may be dry below the Excelsior Ditch headgate. In this circumstance it would be difficult for Subdistrict No. 1 to meet its replacement obligations under the Annual Operating Plan to replace injurious depletions below the Excelsior Ditch and extending to the Lobatos gaging station with releases from upstream reservoirs.

If the Centennial Ditch allows Subdistrict No. 1 to convey water through the ditch, around the dry reach below the Excelsior and back into the Rio Grande, Subdistrict No. 1 can

replace injurious depletions without the high losses that would occur trying to force water through the dry reach.

The most current RGDSS 6P98 Model Runs and Response Functions do not predict depletions caused by the withdrawal of groundwater by Subdistrict Wells to streams other than the Rio Grande in amounts above the minimum threshold established by the Water Court, Water Division No. 3 in Case Nos. 2006CV64 and 2007CW52. Therefore, Subdistrict No. 1 is not required to make replacements to any stream other than the Rio Grande.

At times when there is no requirement to deliver water to the Lobatos Gage to meet the requirements of the Rio Grande Compact, no water will be delivered to the lower reach of the Rio Grande for remedy of injurious stream depletions.

The projections for the Plan Year show accretions occurring at certain periods on the Rio Grande. The Subdistrict will make a specific written request to the Division Engineer before applying these accretions to other reaches on the Rio Grande to remedy injurious depletions.

As described in Table 4.1, the Board of Managers of Subdistrict No. 1 has acquired multiple years' worth of depletion replacement water that is currently in storage and available for release, which is well over the amount needed to cover the current total calculated post-plan stream depletions to the Rio Grande. The Board of Managers will continue to work diligently towards obtaining permanent and/or renewable supplies to remedy future depletions caused by present or future Subdistrict Well groundwater withdrawals.

Subdistrict No. 1 does not believe that a financial guarantee agreement provided by the Rio Grande Water Conservation District is necessary to assure that all post-plan depletions will be remedied if Subdistrict No. 1 were to fail or otherwise be unable to replace injurious post-plan depletions.

As specified in this ARP, 6 ditches within Stream Reaches No. 1 and No. 2 on the Rio Grande have entered into forbearance agreements with Subdistrict No. 1 to remedy depletions during the Plan Year, if needed. Some of these same ditches have been approached to consider permanent forbearance agreements for the future. Subdistrict No. 1 also has 3 Forbearance Agreements to remedy injurious depletions from the Great Sand Dunes National Park wells, 3505620, 3505052, 3505053. See Appendix O.

If Subdistrict No. 1 were to fail, the individual well owners of the former Subdistrict No. 1 would have to obtain plans for augmentation or take other measures to comply with present or future rules and regulations governing groundwater withdrawals. In the interim, Subdistrict No. 1 would provide water to remedy injurious post-plan depletions.

At times when there is a monthly, negative depletion in a stream reach, Subdistrict No. 1 make a request to the Division No. 3 Division Engineer to allow Subdistrict No. 1 to aggregate negative depletion amounts in one reach, either upstream or downstream, against a positive depletion in another reach, when the opportunity exists under the protocol of DWR. Subdistrict No.1 also requests with prior approval from the Division Engineer, the Subdistrict may release water held in reservoir storage for temporary storage in the unconfined aquifer. Also, with a request to the Division No. 3 Division Engineer allow Subdistrict No. 1 to aggregate a monthly, positive depletion with a negative depletion of

another Subdistrict to offset the positive daily depletion Subdistrict would otherwise have to replace or remedy when the opportunity exists under the protocol of DWR. A Memo of Understanding would be required and approved by the Board of Managers before this offset could be allowed between subdistricts.

3. ANTICIPATED FUNDING FOR PLAN YEAR

The Subdistrict assesses three different fees on those well owners within the boundaries of the Subdistrict that are benefited from the activities of Subdistrict No. 1. The fees are as follows:

- a. **Administrative Fee:** This revenue is used to offset the cost of administering the PWM and ARP.
- b. **CREP Fee:** This revenue provides the required match to the federal funds that are paid by the USDA directly to those groundwater irrigators that have been approved for the CREP program.
- c. **Variable Fee:** This fee is charged per acre-foot of groundwater withdrawn, called the Water Value, and may be offset in whole or part by SWC in a Farm Unit. The Water Value is set every year by the Board of Managers in an amount necessary to purchase replacement water or take other actions to remedy injurious depletions from Subdistrict Wells and to fund certain additional programs with the purpose of reducing groundwater consumption within Subdistrict No. 1.

2 The fees are set by the Board of Managers and certified to the three counties, Alamosa, Rio Grande and Saguache, which collect these fees on their tax rolls. For the 2020 irrigation season, the Administrative Fee was set at \$3.25 per irrigated acre, the CREP Fee was set at \$12.00 per irrigated acre and the Water Value was set at \$150 per acre-foot of groundwater withdrawn, as offset by SWC, if any. The 2020 assessed fees that will be collected in 2021 pending litigation and final budget approval are:

Table 10
2020 Subdistrict No.1 Assessments

Fee Type	Amount of 2020 Assessments
Administrative Fees	\$544,127.47
Conservation Reserve Enhancement Program Fees	\$2,010,461.58
Variable Fees	\$7,432,250.99

11.1.3 CONTRACTUAL ARRANGEMENTS AMONG WATER USERS, WATER USER ASSOCIATIONS, WATER CONSERVANCY DISTRICTS, SUBDISTRICTS,

AND/OR THE RIO GRANDE WATER CONSERVATION DISTRICT

1. FORBEARANCE AGREEMENTS

Several ditches have entered into a Forbearance Agreement with Subdistrict No.1 for the 2021 Irrigation Season. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., Subdistrict No. 1 has reached agreement with each ditch whereby injury to their water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the ditch is the calling right on the Rio Grande. Copies of the forbearance agreements are included in Appendix H. The expected yield of these agreements is as shown above in the table of replacement sources.

Great Sand Dunes Forbearance

Copies of Forbearance agreements to remedy depletions from the 3 Great Sand Dunes National Park wells are included in Appendix O.

2. CLOSED BASIN PROJECT PRODUCTION

According to the Division No. 3 Engineer's Rio Grande Compact Ten Day Report on April 8, 2021, the projected production of the project delivered to the Rio Grande is 8,500.0 acre-feet during the calendar year 2021. The division of the Closed Basin Project production in accordance with agreements with Conejos River and Rio Grande water users' organizations and special districts is 60% to the Rio Grande and 40% to the Conejos River over the long term, with provisions for adjustments in the division during individual years. On March 25, 2020 the RGWU and SLV Water Conservancy District changed this percentage agreement to 60% to the Rio Grande and 40% to the Conejos River to bring the long term division closer to the 60/40 agreement expectations.

Pursuant to the Resolution Regarding Allocation of the Yield of the Closed Basin Project, the management and allocation of the Rio Grande's share of the Project's usable yield is made by the Rio Grande Water User's Association in consultation with the San Luis Valley Water Conservancy District. At a meeting of the Rio Grande Water User's Association Board of Directors on March 15th, 2020, the Board of Directors passed a motion to specifically allocate 3,800 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under this ARP and in conjunction with the other operating Subdistricts. Similarly, the Board of Directors of the San Luis Valley Water Conservancy District agreed to the allocation as stated in their letter to the Rio Grande Water Conservation District on March 18, 2021. See Appendix I for a copy of the letters. Therefore, 462 acre-feet of water is available to Subdistrict No. 1 under this ARP as shown above in the table of replacement sources.

It may be necessary for the Subdistrict to make a request to the Division No. 3 Division Engineer to allow a portion of the production of the CBP during the non-wintertime months (April-October) be used to offset the Subdistrict's wintertime depletions (November-March). It is anticipated this scenario will only occur when the total depletions for all RGWCD Subdistricts combined in any one or more months during the winter are greater than the production of the CBP in those months. The total CBP allocation approved to cover wintertime depletions for the Subdistrict must not be exceeded.

11.1.5 DOCUMENTATION OF PROGRESS TOWARDS ACHIEVING AND MAINTAINING A SUSTAINABLE WATER SUPPLY

1. WATER LEVELS, PRESSURE LEVELS, AND/OR GROUNDWATER WITHDRAWALS

a. UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

A tabulation of groundwater levels measured in unconfined and confined wells both within the boundaries of Subdistrict No. 1 and the study area for the Change in Unconfined Aquifer Storage– West Central San Luis Valley are provided in Appendix J. This tabulation includes measured values for each of the wells obtained during the previous 12-months. A map showing the location of each well is also included in Appendix J.

One of the primary goals of Subdistrict No. 1 is to cause groundwater levels in the unconfined aquifer to recover within the Subdistrict No.1 boundary to a level that will maintain a sustainable irrigation supply for Subdistrict No.1 wells. The PWM includes a required objective of recovering groundwater levels to the extent necessary to achieve unconfined aquifer storage levels between 200,000 and 400,000 acre-feet below the storage level that existed on January 1, 1976.

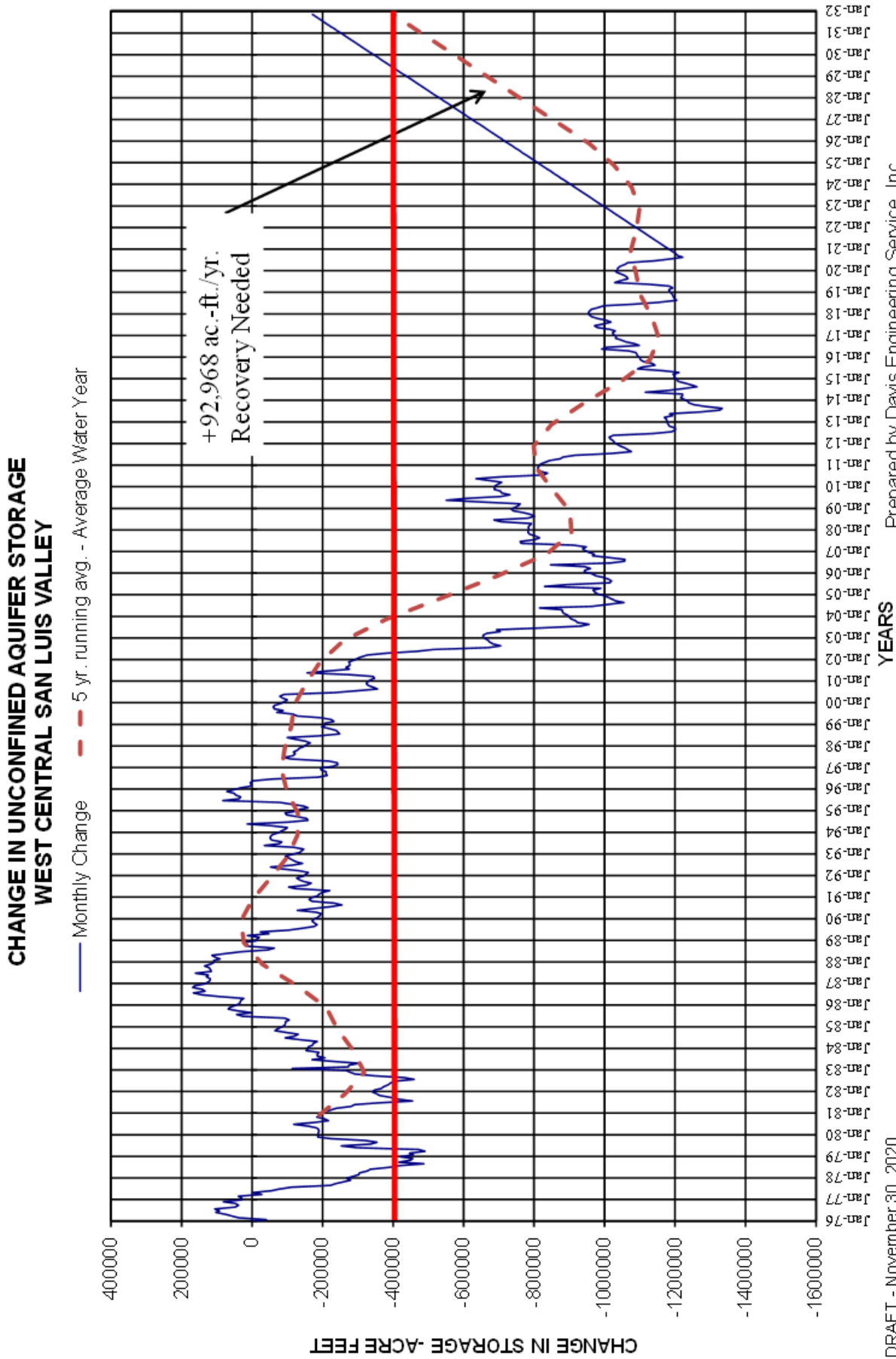
The change in unconfined aquifer storage based on measurements from January 1976 through April 12, 2021 was -1,187,697 acre-feet on an accumulated month basis.

As described in the PWM, the accumulated 5-year running average of the annual average of the monthly change through December 1, 2019 was -1,073,752 acre-feet. As previously noted, the goal in the PWM is to achieve a recovery and maintain storage at a level between -200,000 and -400,000 acre-feet. The December 1, 2020 five year running average storage value is 673,752 acre-feet below the lowest goal level.

b. PROJECTIONS OF UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

The current 5-year rolling average unconfined aquifer level is -1,073,752 ac.-ft. Assuming recovery must be met by year 2030, the recovery amount needed to reach the lower target level of -400,000 ac.-ft. each year would be +92,968 ac.-ft. The graph below shows the current aquifer levels and recovery amount needed to meet the lower level described above. The chart below shows the levels of unconfined aquifer storage since the beginning of the study and, beginning in February 2020, the required projected recovery to meet the lower target if we have an average water year.

Figure 6.1
2021 Projections of Unconfined Aquifer Storage



Prepared by Davis Engineering Service, Inc.
 For Rio Grande Water Conservation Dist.

DRAFT - November 30, 2020

Figure 6.2

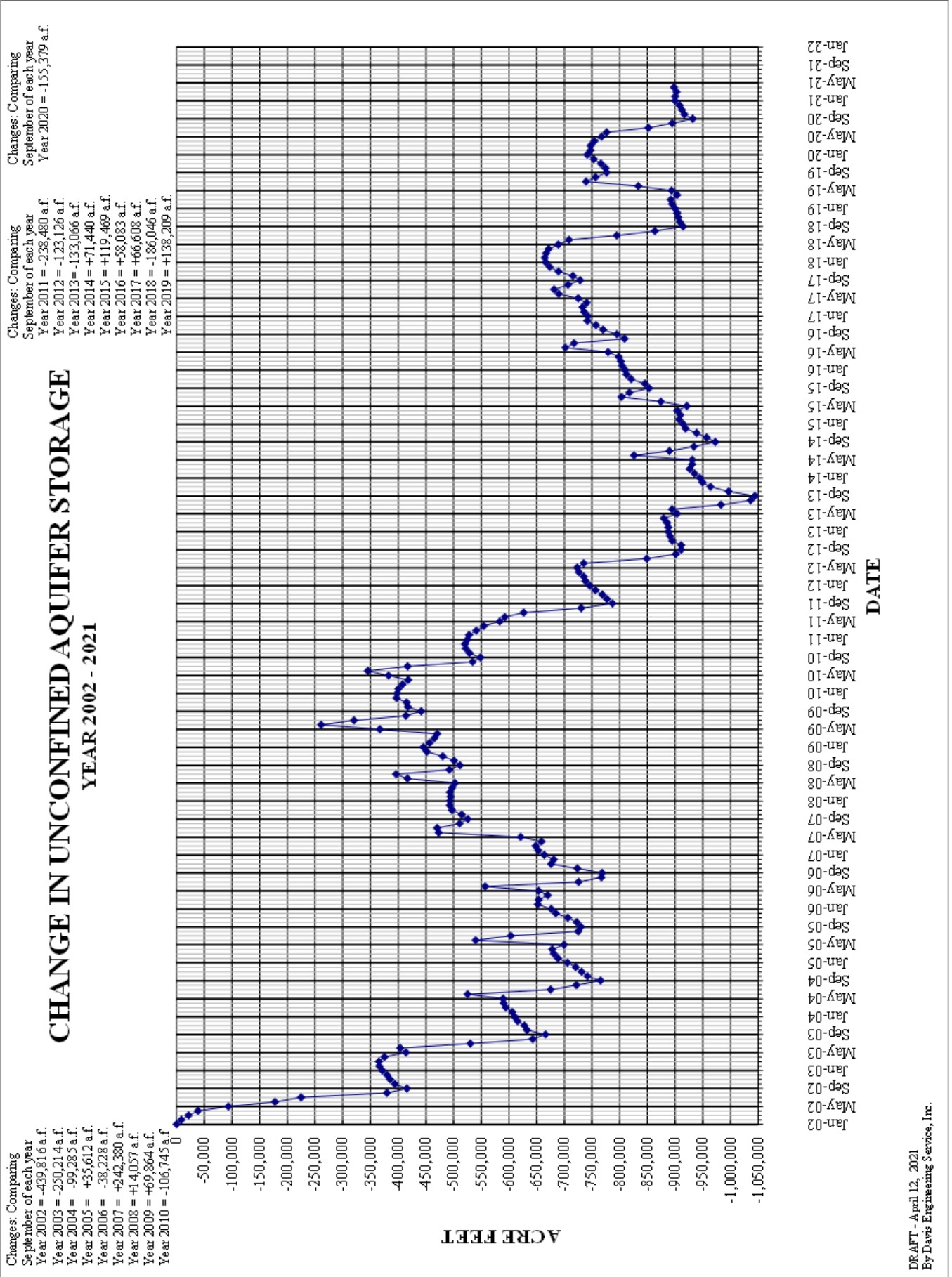
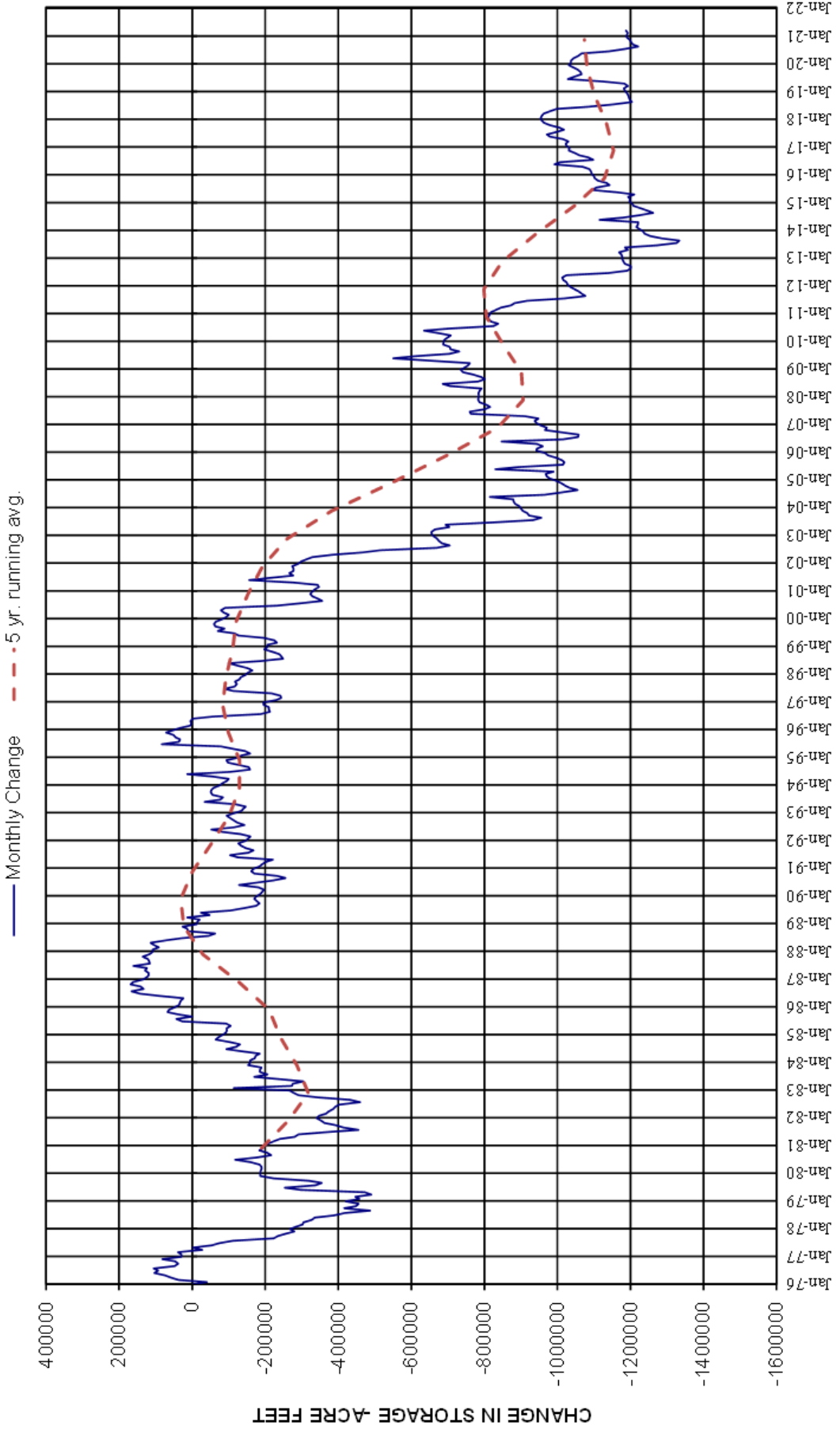


Figure 6.3
 Change in Unconfined Aquifer Storage

**CHANGE IN UNCONFINED AQUIFER STORAGE
 WEST CENTRAL SAN LUIS VALLEY**



Prepared by Davis Engineering Service, Inc.
 For Rio Grande Water Conservation Dist.

DRAFT - April 12, 2021
 Data through April 9, 2021

2. LISTING OF IRRIGATED ACRES PROPOSED TO BE TEMPORARILY OR PERMANENTLY FALLOWED AND ASSOCIATED WATER RIGHTS

a. 2021 CONTRACTED CONSERVATION RESERVE ENHANCEMENT PROGRAM LANDS

Section III, Part D of the PWM concerns the “Restoration of Groundwater Levels and Groundwater Storage”. The PWM states: “It is anticipated that to achieve sufficient reduction of well withdrawals to accomplish the Unconfined Aquifer storage goal, dry-up of approximately 40,000 acres of land previously irrigated during calendar year 2000 will be required.”

RGWCD Staff continue to compile irrigated acreage coverage for the year 2000 by digitizing past RGWCD irrigated cropland census maps for the area within the Subdistrict’s boundary. This information will serve as a basis to determine the previously irrigated lands in the year 2000 that have been fallowed as part of the PWM through the CREP, other Federal conservation programs or Subdistrict No. 1 programs. The RGWCD has urged voluntary dry-up since the early 2000s. Across the Valley, producers have voluntarily altered farming practices by removing corner systems and end guns from their sprinklers and other actions to reduce acreage and water consumption.

As of April 12, 2021, Subdistrict No. 1 has finalized FSA CRP-1 Contracts for 4,331.66 acres in Permanent Water Retirement and 4,331.66 acres in 15 Year Water Retirement terms for a total of 10,046 acres reducing water consumption by approximately 17,365.2 acre-feet per year. The Subdistrict No. 1 Rio Grande CREP signup is ongoing. A map and legal descriptions for these CREP parcels is included in Appendix L.

Table 8
Rio Grande River CREP Enrollment

Year	Permanent	Temporary	Total
2014	918.6	1,049.9	1,968.5
2015	680.4	1,290.8	1,971.2
2016	1,164.0	751.2	1,915.2
2017	0	479.7	479.7
2018	241.0	1,509.98	1,750.98
2019	0	597.02	597.02
2020	604.6	120	120
2021	722.2		
TOTAL	4,331.66	5,714.36	10,046

b. TEMPORARY LAND RETIREMENT-FALLOW

Subdistrict No. 1 acting through its Water Activity Enterprise agreed to compensate a Contractor at the rates stated in contract, in return for no groundwater or surface water irrigation use on a parcel of irrigated land for each year the contract is in effect. This program allows for flexibility to producer rotating which field is fallowed and requires a cover crop to help prevent soil erosion and different options for amount of time the land is set aside.

Subdistrict No. 1 has reached an agreement with 11 producers to fallow approximately 4,308 acres into the temporary fallow program. There are three different increments a field can enroll in: 1 field for 4 years, 4 fields for 1 year or 2 fields for 2 years. This program is not part of the overall Conservation Reserve Enhancement Program (“CREP”).

Table 8.3

2021 Subdistrict No.1 Fallow Enrollment

2018	2019	2020	2021
Acres: 1,189.98	Acres: 1,813.2	Acres: 3,250	Acres: 4,316

Additional information is provided in Appendix L.

Preventive Planting Insurance programs within the Subdistrict also partially retired groundwater use on approximately 15,000 acres in the previous Plan Year.

The Board of Managers budgeted for a new conservation initiative called the Well Purchase Program for 2021. The program seeks to purchase ground water rights. Wells would be purchased based on a ranking system that combines annual diversions, asking price, acres and aquifer to create a score. The lowest score indicates the well is most beneficial to the subdistrict to purchase and retire. A total of 11 wells serving, 11 quarters will be permanently retired. This program is pending budget litigation. See Appendix L.

3. LISTING OF WATER RIGHTS PROPOSED TO BE TEMPORARILY OR PERMANENTLY RETIRED AND HISTORICAL OPERATIONS OF EACH WATER RIGHT

Based on total head-gate diversions for the Rio Grande Canal, SLV Canal and Farmers Union during the irrigation season the Subdistrict with their 1,059 shares of surface water diverted approximately 977.12 acre-feet towards recharge to the unconfined aquifer on the White, McConnell, Lacy and West Medano Ranch Shares of properties during the irrigation season. Subdistrict No. 1 did not use the wells located on these parcels for any purpose in 2020. A map identifying the locations of the permanent land purchases acquired by the Rio Grande Water Conservation District for Subdistrict No. 1 is included in Appendix M.

4. OTHER PROPOSED ACTIONS TO BE TAKEN AS APPLICABLE

The Board of Managers of Subdistrict No. 1 and the Subdistrict members remain keenly aware of the PWM deadlines to achieve and maintain sustainability of the unconfined aquifer. In previous years, despite average to below average precipitation and runoff, the unconfined aquifer was making a steady recovery. However, the historic low precipitation and runoff that occurred in 2018 resulted in a reduction in unconfined aquifer levels. This has been and remains a cause of concern for the Board of Managers of Subdistrict No. 1, but they remain committed to restoring and maintaining a sustainable unconfined aquifer.

Subdistrict No. 1 is somewhat limited in its ability to reduce pumping; the Subdistrict does not have regulatory or police powers over groundwater withdrawals – the only tool the Subdistrict has is to incentivize reduced groundwater withdrawals and increase conservation. In support of these ongoing actions, Subdistrict No. 1 was able to amend its previous PWM to allow an increase in the Water Value, and the Board of Managers immediately increased the Water Value for groundwater withdrawals beginning in 2019. This will increase Subdistrict No. 1's revenue and allow the Subdistrict to provide additional incentives towards short and long term conservation. The Board of Managers continues to solicit input from interested stakeholders and work on new and innovative conservation measures, while continuing to fund existing programs.

Examples of new conservation measures are: purchasing wells, informing constituents of aquifer level through a monthly email publication; public forums to provide education on sustainability, aquifer conditions and programs offered through the Subdistrict; online surveys to solicit input on conservation ideas; expanded options on fallow program to increase enrollment; and, mailing out end of year water report by farm to raise water use awareness, with customized calculation on what a 10% cut back would look like on a field by field basis.

The previous Plan Year resulted in a loss to the aquifer, approximately 155,379 acre feet was lost to the aquifer in 2020. This loss can be accredited to the lack of snowpack and missing monsoons. The ground water withdrawals were not as severe as in 2018, the Subdistrict saw the highest enrollment in all programs than any year on record. This shows an effort to reduce pumping and participate in programs to help reduce the drawdown to the aquifer. The Board of Managers and Subdistrict members will continue work to assist the aquifer in the only way they have available – reducing net consumptive use of water by Subdistrict members. With an average water supply predicted for 2021, Subdistrict No. 1 is seeing a steady increase in enrollment with the conservation programs currently being offered and hopes to see this participation continue to grow. Subdistrict No.1 hopes to see once again recovery in the unconfined aquifer and continue doing everything within its limited authority to complete its charge under the PWM.

Annual Replacement Plan Appendices
2021 Plan Year

Prepared
April 13, 2021

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Appendix A

Subdistrict No.1 Well List

A comprehensive listing of wells included in the ARP is necessary for DWR to identify which wells are permitted to continue operating in accordance with the above referenced court decrees and any future well regulations promulgated by the DWR. Further, the list of wells is a necessary input to the RGDSS Groundwater Model.

The following language was copied from the 06CV64 and 07CW52 Decree and describes the evolving nature of the Subdistrict #1 Well list:

“Subdistrict #1, in cooperation with the DWR, prepared a list of Subdistrict #1 Wells by category. The data accumulated for the Subdistrict #1 Well Database comes from several sources and this is the first such comprehensive collection of well information pertaining to Subdistrict #1. Accordingly, the well database is “considered a draft and will continue to be updated.”

Subdistrict #1 must report each Plan Year’s updated Subdistrict #1 Well Database to the State and Division Engineers as a part of the approval of any ARP and must incorporate all of the changes to the Subdistrict #1 Well Database.”

Appendix A is the most current tabulation of the Water District Identification Number (WDID) and the irrigation well pumping of each Subdistrict No.1 well. The WDIDs of the wells added to and removed from the 2021 Subdistrict No.1 Well list are noted in section 1.0 and noted at the end of Appendix A.

Each year, as producers report information for their farm units and additional data is accumulated from other sources regarding well use and ownership, the Subdistrict Well list is updated. Several wells, which were identified and confirmed in 2020, were added to the 2021 list of Subdistrict Wells. Requests for Farm Unit updates will be mailed out April 16, 2021. Any reported corrections regarding wells are incorporated into the Subdistrict #1 Well list if appropriate. All wells added or removed from the Subdistrict Well list are referenced in section 1.0.

Current Tabulation of Wells Included in Subdistrict No. 1

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2000999		2005001		2005007	0.02	2005013		2005018	113.88
2005019		2005022	93.95	2005033	82.57	2005035	81.60	2005037	129.62
2005038	170.36	2005040		2005041	128.40	2005042		2005046	70.63
2005047		2005048		2005049	60.78	2005050	63.63	2005051	
2005052	63.63	2005053	63.06	2005056		2005057	106.42	2005058	63.73
2005059	74.24	2005062		2005069		2005072		2005077	
2005078		2005080	88.99	2005084	71.28	2005085		2005092	
2005094	156.80	2005095	46.19	2005096	0.00	2005097		2005098	
2005102		2005103	102.92	2005104	56.28	2005105		2005107	36.82
2005109		2005112		2005115		2005116	0.00	2005119	0.00
2005120	26.66	2005121	0.00	2005122		2005125	110.06	2005126	
2005127	54.67	2005131		2005132	117.81	2005133	0.00	2005134	69.69
2005135	102.78	2005137	44.51	2005138	72.87	2005141		2005142	0.00
2005145	99.37	2005148		2005152		2005155	55.13	2005156	30.55
2005158		2005159	112.63	2005161	0.00	2005162	223.95	2005163	102.86
2005167		2005168		2005170		2005171		2005172	260.05
2005173		2005174		2005175		2005176	44.23	2005177	93.50
2005178	102.41	2005179		2005181	93.67	2005185		2005186	29.64
2005187		2005192		2005193	95.64	2005197	199.62	2005201	
2005202	143.05	2005203		2005205	4.75	2005206	98.15	2005207	73.58
2005208		2005211	88.26	2005212	102.40	2005315		2005316	73.56
2005322	351.34	2005324	344.22	2005325	145.94	2005326		2005334	69.69
2005335		2005336		2005337	68.35	2005338		2005339	68.35

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2005340	60.78	2005342		2005344	0.38	2005355		2005383	152.45
2005384	99.37	2005388	95.43	2005391	106.42	2005393		2005398	0.00
2005399	0.00	2005407	196.20	2005408		2005409	99.46	2005410	70.63
2005411	77.42	2005424	64.61	2005425	48.35	2005427		2005429	126.46
2005430	113.65	2005431	143.93	2005433	47.88	2005434	77.71	2005435	127.54
2005439	0.02	2005443	28.06	2005444	2.98	2005445		2005446	0.00
2005447	39.44	2005448		2005450		2005451	117.81	2005452	65.02
2005453		2005454	50.58	2005457		2005458		2005459	
2005461	0.00	2005462	2.07	2005465	77.67	2005466	55.10	2005467	88.14
2005468		2005469	61.21	2005470	0.08	2005471	0.00	2005472	
2005473		2005474	86.50	2005476	0.00	2005479		2005480	
2005481	186.93	2005482	71.79	2005483	65.66	2005484	100.87	2005488	40.53
2005489	40.53	2005490	104.21	2005491		2005492		2005493	116.64
2005494	131.29	2005495	100.43	2005496	47.93	2005497	0.00	2005498	98.15
2005499	199.47	2005503	40.65	2005504	298.70	2005505	83.96	2005507	77.42
2005508	79.76	2005509	0.00	2005510	68.09	2005511	15.78	2005512	
2005513	46.11	2005514	46.11	2005515		2005516	24.08	2005517	0.08
2005518	0.00	2005519	87.88	2005520		2005521	77.67	2005522	113.65
2005523	32.98	2005524	114.74	2005525	112.21	2005526	69.76	2005527	134.44
2005528	50.20	2005529	75.42	2005530	46.47	2005531	48.35	2005532	64.61
2005533	0.00	2005534	69.69	2005535	126.46	2005536	127.54	2005537	0.00
2005538	0.00	2005540		2005560	124.18	2005562		2005567	93.64
2005568	124.31	2005569	55.31	2005570	55.31	2005571	84.64	2005572	84.64
2005573		2005574	279.43	2005575	96.56	2005576	114.52	2005578	92.44
2005579	92.44	2005580		2005581		2005582	71.93	2005583	69.81

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2005584	34.34	2005585		2005586	91.60	2005587	91.60	2005588	124.18
2005589	113.33	2005590	119.27	2005592	0.00	2005593	174.39	2005594	0.00
2005595	0.00	2005596	173.21	2005597	99.46	2005598	120.26	2005599	194.64
2005601	146.93	2005603	68.19	2005604	65.47	2005605	127.24	2005608	99.79
2005609	38.59	2005610		2005612	107.72	2005613	40.92	2005614	123.43
2005617	115.67	2005621	77.15	2005641		2005642	0.00	2005643	0.00
2005645	138.60	2005646	0.00	2005648	344.96	2005651		2005652	26.85
2005653	26.06	2005654	26.06	2005656	137.00	2005657		2005658	
2005659	75.52	2005660	75.52	2005662	52.33	2005663	52.33	2005664	
2005665	43.22	2005666	43.22	2005668	97.47	2005669	97.47	2005670	113.28
2005671	85.00	2005672	9.83	2005673	72.59	2005674	92.51	2005675	57.41
2005676	64.60	2005677	75.30	2005678	86.27	2005679	86.27	2005680	71.87
2005681	71.87	2005682	63.49	2005683	63.49	2005684	89.57	2005685	89.57
2005686		2005687	216.91	2005688		2005689	102.79	2005690	94.63
2005691	94.63	2005692	86.06	2005693	86.06	2005694	97.93	2005695	97.93
2005696		2005697	30.55	2005698	0.68	2005699	0.68	2005700	0.00
2005701		2005702	92.70	2005703	104.00	2005704	92.70	2005705	104.00
2005706		2005707	117.38	2005708		2005709	89.62	2005710	144.18
2005711	144.18	2005712	299.45	2005713	328.93	2005714	85.92	2005715	85.92
2005716	105.18	2005717	105.18	2005718	129.12	2005719	129.12	2005720	0.00
2005721	124.96	2005722		2005723	71.89	2005726	87.40	2005727	32.40
2005728	2.70	2005729	111.56	2005730		2005731	0.00	2005732	31.33
2005733	3.02	2005734	36.25	2005738		2005739	79.83	2005740	102.71
2005741	102.71	2005742	24.85	2005743	24.85	2005745	36.96	2005746	0.09
2005747	41.35	2005748	37.28	2005749	38.92	2005750	56.09	2005751	35.48

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2005752	33.56	2005753	49.43	2005754	58.85	2005755	37.21	2005756	48.91
2005757	47.47	2005758	64.83	2005759	64.83	2005760	0.00	2005761	72.16
2005762	70.04	2005763	77.87	2005764	75.58	2005765	75.58	2005766	0.00
2005767	0.00	2005768	0.00	2005769	0.00	2005770	0.00	2005771	0.00
2005772	126.93	2005773	95.95	2005774		2005775		2005776	45.50
2005777	45.50	2005778	70.70	2005779	70.70	2005780	88.89	2005781	74.05
2005782	65.41	2005784	102.32	2005785		2005786	66.21	2005787	41.76
2005789	54.08	2005791	117.93	2005793		2005798		2005799	
2005801	263.38	2005803	101.71	2005806		2005807	358.07	2005809	85.00
2005811	72.59	2005812	53.44	2005813	59.26	2005814	83.07	2005815	44.44
2005816	0.03	2005817	300.96	2005818		2005819	145.94	2005820	88.18
2005821	85.58	2005822		2005823	115.25	2005824	62.84	2005825	62.84
2005826	62.26	2005827	37.68	2005828	318.04	2005829	163.29	2005830	68.10
2005831	66.10	2005832	86.89	2005833	86.89	2005834		2005835	
2005836	0.00	2005837	0.00	2005838	0.00	2005839	0.00	2005840	0.35
2005841	0.34	2005842	50.52	2005843	49.04	2005844	36.82	2005845	37.94
2005846	48.98	2005847	48.98	2005848	55.12	2005849	55.12	2005850	78.31
2005851	20.99	2005852	8.78	2005853	8.78	2005855	77.32	2005857	0.00
2005859	122.02	2005862	82.50	2005864	97.00	2005866		2005868	0.00
2005869		2005870	57.06	2005871		2005876	39.81	2005884	77.36
2005886	0.00	2005907	0.12	2005909	100.83	2005913	35.47	2005914	0.19
2005916	27.03	2005918	27.03	2005919	27.03	2005920	27.03	2005921	
2005923	88.05	2005924	115.86	2005926	100.45	2005928		2005929	
2005930	93.67	2005931	129.11	2005932	171.81	2005933		2005934	
2005935	172.96	2005936	203.64	2005937	50.21	2005941		2005947	

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2005948	127.04	2005949	127.04	2005950		2005951		2005952	
2005953		2005954		2005955		2006003		2006004	
2006005		2006007	80.20	2006008	77.84	2006009	154.59	2006010	
2006011	44.23	2006013	59.58	2006014	59.58	2006016	77.84	2006017	112.14
2006018	112.14	2006019		2006020	0.00	2006021	0.00	2006023	98.36
2006025		2006026	80.73	2006027	80.73	2006028	88.76	2006029	88.76
2006030	34.22	2006031	35.25	2006032	0.12	2006152	60.18	2006153	
2006176	123.45	2006177	159.82	2006178	123.45	2006179	159.82	2006218	180.82
2006234		2006235	203.82	2006248	100.75	2006251	69.27	2006252	69.27
2006253	64.29	2006254	64.29	2006262	2.43	2006263	113.37	2006264	152.45
2006265		2006266	169.60	2006269		2006270	119.86	2006271	
2006272	104.73	2006273		2006274	97.63	2006275	7.62	2006276	138.45
2006277		2006278	112.45	2006279		2006280	151.36	2006281	110.42
2006282	110.42	2006283		2006284	111.83	2006285	111.83	2006286	109.46
2006287	109.46	2006288	0.00	2006289	0.00	2006290	72.23	2006291	72.23
2006292	0.00	2006293	31.81	2006294	31.81	2006297	0.00	2006298	
2006299	93.79	2006300	122.79	2006301	199.62	2006302		2006304	
2006305	40.95	2006306		2006307	0.00	2006308		2006309	219.89
2006310	95.60	2006311	95.60	2006312	43.54	2006313	43.54	2006314	77.69
2006315	75.40	2006319	106.75	2006320	106.75	2006321		2006322	
2006323		2006324		2006325		2006326		2006327	
2006328		2006329	0.00	2006330	0.00	2006331		2006332	
2006333	10.29	2006334	10.29	2006335		2006336		2006337	4.36
2006338	4.36	2006339	0.00	2006340		2006342	100.59	2006343	
2006344	107.77	2006345	92.69	2006346	92.69	2006347	68.09	2006348	

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2006349	202.37	2006350		2006351	76.95	2006352		2006353	58.19
2006354	66.82	2006355	64.85	2006356	79.88	2006358	113.43	2006359	109.58
2006360	101.64	2006361		2006362	66.78	2006363		2006364	121.76
2006365	46.30	2006366	47.70	2006367	74.50	2006368	74.50	2006369	109.58
2006370	109.58	2006371		2006372	100.34	2006373	0.00	2006374	117.32
2006375	43.54	2006376	43.54	2006377		2006378	0.00	2006379	170.53
2006380	108.84	2006381		2006382	108.86	2006383	131.57	2006384	131.57
2006385	65.81	2006386	67.80	2006387		2006388	114.55	2006389	
2006390	112.49	2006391	106.15	2006392	106.15	2006393		2006394	115.68
2006395		2006396	94.66	2006397	0.00	2006398	162.78	2006399	
2006402	386.76	2006403	84.97	2006404		2006405	55.56	2006409	
2006410	98.91	2006411	110.06	2006412		2006413	130.95	2006414	66.45
2006415	68.46	2006416	125.14	2006417		2006418	132.60	2006419	
2006420	116.96	2006421		2006422	207.91	2006423	91.72	2006424	91.72
2006427	102.41	2006428	44.51	2006429	72.87	2006430		2006431	53.44
2006434		2006435	91.51	2006436		2006437	138.85	2006438	
2006439	117.11	2006440		2006441	169.79	2006444	148.75	2006445	
2006446		2006447	216.34	2006448	68.95	2006449	71.04	2006450	105.06
2006451	105.06	2006452		2006453	132.67	2006454		2006455	103.74
2006457	62.59	2006458	62.59	2006459	68.34	2006460	66.44	2006461	110.95
2006462	110.95	2006463	144.35	2006464	144.35	2006466	117.14	2006467	
2006468	175.54	2006469		2006470	118.87	2006471		2006472	284.51
2006473		2006474	49.08	2006475		2006476	107.22	2006478	0.00
2006479	106.84	2006480	75.13	2006481	103.56	2006482	103.56	2006483	129.62
2006491		2006492	96.73	2006493		2006494	108.65	2006495	

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2006496	211.36	2006497	0.00	2006498	158.86	2006499		2006500	173.63
2006501		2006502	39.60	2006504	48.06	2006512	105.93	2006513	96.93
2006514	96.93	2006515	114.61	2006516	114.61	2006517		2006518	63.58
2006519	109.88	2006520	109.88	2006521	116.69	2006522	116.69	2006523	
2006524	74.99	2006525		2006526	31.80	2006527	35.02	2006528	41.01
2006529	41.01	2006530		2006531	327.24	2006532	65.01	2006533	66.98
2006534	128.40	2006535	176.38	2006536	176.38	2006538	41.00	2006539	
2006540	94.05	2006541	94.05	2006542	96.90	2006545	110.04	2006546	
2006547	121.81	2006548		2006549	129.18	2006555	110.21	2006557	57.54
2006559		2006560	89.71	2006561	89.71	2006562	71.28	2006563	229.72
2006564	89.06	2006565		2006566		2006567	35.82	2006570	132.79
2006571	132.79	2006574	107.46	2006575	107.46	2006576	121.50	2006577	121.50
2006578		2006579	209.07	2006580	108.40	2006581	108.40	2006585	116.29
2006587	131.46	2006588	131.46	2006589	101.32	2006590		2006591	
2006592		2006593		2006594	150.40	2006595		2006596	46.06
2006597	35.71	2006598	44.71	2006599	35.71	2006601	103.68	2006602	180.05
2006604	32.29	2006605	32.34	2006606	32.34	2006608	25.19	2006609	
2006610	133.68	2006611		2006612	256.48	2006613		2006615	89.38
2006617	57.54	2006622	70.75	2006623	161.00	2006624	84.84	2006625	
2006626	319.09	2006627	40.02	2006628	40.02	2006629	41.24	2006630	77.81
2006631	102.92	2006632	56.28	2006633	110.21	2006635	99.31	2006637	69.75
2006643	67.70	2006644	87.87	2006645	87.87	2006646	157.88	2006647	157.88
2006648	65.04	2006649	53.60	2006653		2006654		2006655	
2006656		2006659	73.53	2006662	41.47	2006668	0.00	2006669	0.00
2006670	0.00	2006673	100.24	2006675	163.56	2006678	182.24	2006679	94.18

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2006684		2006685		2006686		2008001	208.34	2008002	62.84
2008003	89.04	2008005	149.64	2008008	94.28	2008009	54.54	2008011	134.13
2008012	92.83	2008016	45.98	2008017	124.69	2008018	187.50	2008026	79.19
2008027	115.88	2008030	53.64	2008031	53.64	2008032	55.27	2008033	21.70
2008034	103.69	2008037	144.37	2008038	110.94	2008039	88.43	2008040	151.76
2008041	78.56	2008042	78.56	2008046	133.37	2008048	64.00	2008050	47.79
2008129	0.00	2008130	0.00	2008137	0.01	2008139	169.57	2008141	17.66
2008142	83.86	2008143	83.86	2008144	33.87	2008145	33.87	2008146	0.00
2008147	0.00	2008148	14.58	2008149	14.58	2008150	69.96	2008153	56.90
2008154	56.90	2008155		2008156		2008161	26.55	2008163	104.90
2008164	92.67	2008166	71.31	2008167	71.31	2008168		2008169	68.31
2008172	13.70	2008173	13.70	2008174	5.75	2008176	0.16	2008177	
2008178		2008180	165.50	2008181	165.50	2008182	95.72	2008183	95.72
2008185	137.51	2008186	40.30	2008187	40.28	2008188	216.06	2008189	305.81
2008190	200.20	2008191	292.47	2008192	261.98	2008193	253.16	2008195	102.18
2008196	76.09	2008197	71.04	2008198	122.11	2008199		2008203	109.22
2008204	113.92	2008207	376.60	2008213	87.76	2008214	44.02	2008215	44.02
2008216	68.98	2008220	4.26	2008221	4.26	2008222	4.26	2008223	
2008224		2008225		2008226	44.12	2008229	40.40	2008230	40.40
2008231	40.40	2008235	40.47	2008238	80.46	2008239	58.85	2008240	75.30
2008241	28.62	2008243	108.27	2008251	146.49	2008252	138.86	2008254	96.42
2008257		2008258	71.89	2008262	103.68	2008266	102.12	2008270	41.43
2008271	41.43	2008272	34.81	2008273	34.81	2008274	30.84	2008275	30.84
2008276	41.43	2008277	34.81	2008283	31.77	2008285	61.26	2008286	61.26
2008287	63.58	2008288	63.58	2008289	44.20	2008290	98.49	2008291	118.47

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2008292	0.00	2008295		2008297	116.83	2008298	60.18	2008299	81.36
2008302	86.11	2008306	330.04	2008307		2008308	102.32	2008309	
2008310	66.21	2008317	105.93	2008318		2008319	136.00	2008320	0.00
2008321		2008322	136.00	2008326		2008336	88.20	2008342	
2008344		2008345		2008346		2008347		2008348	46.85
2008349	0.38	2008350	92.83	2008351		2008355	104.21	2008358	
2008359	92.54	2008360		2008361	106.85	2008362		2008363	91.65
2008364	91.65	2008365	116.29	2008366		2008376	119.27	2008377	2.37
2008378	77.15	2008379		2008380	155.94	2008381	210.73	2008383	
2008384		2008385	108.23	2008386	95.82	2008388		2008389	82.64
2008390	94.90	2008391	0.00	2008392	25.48	2008397	34.99	2008398	
2008399	83.40	2008400		2008401	83.40	2008403	1.57	2008404	
2008405		2008406	34.99	2008407	75.21	2008408		2008410	39.44
2008411	75.21	2008412		2008413		2008414	39.39	2008418	
2008419		2008420	38.45	2008422	54.08	2008423	55.72	2008425	66.45
2008427	169.60	2008428	129.18	2008429	98.35	2008431		2008432	
2008433	77.26	2008434		2008435	127.96	2008436	81.89	2008437	0.16
2008438	86.56	2008439		2008440		2008441		2008442	3.92
2008443		2008444	28.71	2008446	104.95	2008447	82.77	2008448	132.10
2008449	39.37	2008450	38.31	2008451	102.45	2008452	64.36	2008453	
2008454		2008455	129.18	2008456	97.18	2008457	64.36	2008458	97.18
2008459	129.18	2008460		2008461	62.37	2008462	62.37	2008463	64.26
2008464		2008465	100.58	2008466	100.58	2008467	108.27	2008468	
2008469	96.00	2008470		2008471		2008472		2008473	142.22
2008474	62.80	2008475		2008476	51.08	2008477		2008478	142.22

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2008479	99.37	2008480	62.80	2008481	64.70	2008482	56.89	2008484	59.75
2008485		2008486	59.75	2008499		2008500		2008502	49.08
2008503	104.18	2008504	41.31	2008516	90.89	2008517		2008525	110.92
2008526		2008527	103.74	2008528	150.21	2008529		2008531	
2008532		2008535		2008536		2008537		2008539	54.15
2008551	47.21	2008552	125.14	2008553	132.60	2008556	116.96	2008566	63.06
2008567	0.00	2008571	121.76	2008574	94.66	2008576	578.05	2008578	
2008579		2008580		2008581	109.03	2008582		2008583	
2008584	233.05	2008590	69.49	2008591	54.79	2008593	102.64	2008594	
2008595	96.20	2008596		2008597		2008599	321.23	2008600	
2008601		2008602	116.34	2008610	2.60	2008612		2008613	0.00
2008614	58.19	2008615		2008616	119.64	2008617	0.00	2008620	
2008621	89.11	2008623	0.00	2008624	89.11	2008626	107.58	2008627	68.64
2008628		2008629	68.64	2008631		2008632	4.39	2008637	
2008638	100.24	2008639	125.93	2008640		2008641	108.27	2008642	
2008644	113.43	2008645		2008648		2008649	172.96	2008654	45.41
2008655		2008657		2008658	121.11	2008660	115.38	2008661	143.80
2008662	90.35	2008663	313.74	2008668		2008669	112.45	2008670	75.79
2008671	251.52	2008677	0.00	2008678		2008679	106.54	2008680	
2008681		2008682		2008683	78.19	2008684	78.19	2008687	94.37
2008688	99.24	2008689	95.20	2008690		2008692	85.59	2008705	42.77
2008706	42.77	2008707	111.55	2008708		2008709	111.55	2008710	56.40
2008711		2008718		2008719		2008720	67.70	2008721	
2008722		2008723		2008724	99.35	2008725	213.18	2008727	117.87
2008728		2008729	117.87	2008730		2008731		2008732	92.79

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2008734	26.66	2008735	84.26	2008736		2008737		2008738	89.92
2008739		2008740		2008741	51.38	2008742	51.38	2008743	
2008744	40.20	2008745	97.28	2008746		2008747	112.81	2008748	108.56
2008749	85.33	2008750	202.54	2008751		2008752		2008753	85.33
2008754	202.54	2008763		2008764	115.35	2008765	0.32	2008766	
2008767	92.77	2008768	83.01	2008769	107.10	2008770		2008772	0.00
2008773		2008774		2008775		2008776	236.86	2008777	
2008778	73.43	2008779		2008781	51.69	2008782	51.69	2008784	25.03
2008788		2008789	122.02	2008792	115.64	2008793		2008794	
2008795	208.60	2008798	101.23	2008799		2008800	111.17	2008801	111.17
2008802		2008803	99.85	2008806	163.22	2008807		2008809	157.75
2008810	258.79	2008811		2008812	117.93	2008813	102.79	2008818	
2008821		2008822		2008823	86.74	2008824	113.96	2008825	113.96
2008826	86.74	2008827		2008828	35.47	2008829		2008830	110.04
2008834		2008835	27.84	2008836	120.30	2008837	118.47	2008838	117.72
2008839	118.47	2008840		2008841		2008842		2008843	120.30
2008844		2008845	1.36	2008846		2008847	117.72	2008848	
2008849		2008855		2008863	100.24	2008864	97.29	2008865	
2008869	71.99	2008870		2008871	78.29	2008874		2008876	98.33
2008879		2008880		2008886		2008887	73.53	2008888	75.76
2008889	46.52	2008890		2008891	2.89	2008893	72.00	2008894	74.71
2008895		2008896	72.00	2008897	4.06	2008898		2008899	77.94
2008902	3.15	2008903	66.87	2008904	80.04	2008908		2008909	
2008910	137.82	2008911	112.08	2008915		2008916	118.29	2008917	118.29
2008918	101.39	2008919		2008920		2008921		2008922	12.30

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2008928		2008929		2008932	87.70	2008933		2008934	
2008935	87.70	2008938	119.86	2008939	94.92	2008940	87.19	2008942	
2008943		2008944		2008945		2008946		2008947	
2008948		2008949	144.05	2008954		2008955	97.03	2008956	97.03
2008958	22.50	2008961		2008962	30.11	2008963	30.11	2008964	
2008965	66.46	2008967	0.28	2008968		2008973	55.26	2008974	38.06
2008975	482.47	2008977		2008978	86.79	2008979		2008983	
2008984	122.61	2008985	20.72	2008986	20.72	2008988	77.45	2008989	
2008990		2008992	47.12	2008993		2008994		2008995	0.00
2008998	112.82	2009002	64.85	2009003	72.46	2009004	161.95	2009005	
2009015		2009019		2009020	106.29	2009021	106.29	2009022	
2009023	96.97	2009025	550.00	2009026		2009043	65.24	2009044	0.00
2009045	42.90	2009047		2009048	73.00	2009049	0.00	2009050	183.64
2009051	96.20	2009052		2009053		2009054		2009055	97.94
2009057	186.93	2009065	11.58	2009067	135.65	2009069	0.00	2009072	117.32
2009082		2009083	166.46	2009084	86.24	2009085	8.68	2009086	0.00
2009087	102.86	2009088		2009089	108.54	2009090	108.54	2009091	
2009093		2009094		2009095	84.50	2009096		2009104	66.92
2009105	57.67	2009106		2009107		2009108	0.26	2009110	34.96
2009111		2009112		2009113	0.00	2009114	149.47	2009115	
2009118	0.00	2009120	204.45	2009121	228.70	2009122		2009123	161.60
2009131		2009132		2009133		2009134		2009135	
2009136	183.08	2009137		2009139		2009140	124.69	2009141	93.38
2009142		2009143		2009144		2009145		2009146	81.31
2009147	48.06	2009148		2009150		2009151		2009153	

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2009154	148.75	2009157	131.29	2009158	120.26	2009164		2009165	
2009166		2009167	252.31	2009171	88.47	2009172		2009173	88.47
2009196	93.56	2009197		2009199	118.87	2009200		2009205	39.60
2009206		2009207	36.10	2009208	77.36	2009209	36.10	2009210	
2009211		2009212	99.46	2009213	0.00	2009214		2009216	201.17
2009217	214.28	2009218		2009219	106.79	2009220	106.79	2009221	1.90
2009222	96.46	2009223	117.14	2009224		2009228	286.05	2009229	
2009230	107.22	2009231	0.00	2009233		2009234	327.13	2009235	416.73
2009237	66.78	2009241		2009242		2009243	0.00	2009245	123.53
2009246	111.39	2009247	190.40	2009249	127.20	2009250		2009251	
2009255	61.56	2009256		2009257		2009262		2009266	105.12
2009267		2009269	99.60	2009270	104.61	2009271	22.31	2009274	
2009275	72.22	2009276	72.08	2009277	94.78	2009292	118.59	2009295	
2009296		2009297		2009300	112.54	2009301	89.32	2009302	
2009303		2009304		2009305	34.15	2009306	117.38	2009310	100.43
2009311		2009313	95.69	2009314	96.73	2009315	379.04	2009342	75.53
2009348	254.67	2009353		2009355		2009356	121.97	2009357	121.97
2009364	1.60	2009365	64.00	2009373		2009374	22.58	2009375	
2009378	128.77	2009379	126.42	2009380	126.42	2009381		2009403	99.56
2009404	126.24	2009405		2009406		2009414	56.76	2009415	56.76
2009416	56.76	2009417	56.76	2009418	27.65	2009419		2009424	27.65
2009425		2009428	150.21	2009451		2009452	118.94	2009456	
2009457	37.64	2009458	33.49	2009460		2009461	319.87	2009462	
2009463	213.68	2009464	324.32	2009465	112.95	2009466		2009467	0.04
2009468	198.07	2009469		2009470		2009471		2009472	121.81

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2009476	0.04	2009477	66.65	2009478	89.65	2009486		2009487	42.44
2009499		2009503	55.56	2009509		2009511		2009515	
2009517	0.06	2009521		2009522	0.00	2009523	34.22	2009525	
2009526	38.59	2009532		2009533		2009536	112.49	2009537	
2009538		2009539	65.81	2009541	114.55	2009542	106.54	2009544	10.08
2009546		2009547		2009549	228.93	2009550	39.81	2009563	
2009564		2009565		2009567	209.35	2009570		2009571	
2009572	86.11	2009573	106.25	2009574	103.68	2009576	97.07	2009577	77.10
2009578		2009587	131.75	2009588	142.10	2009603		2009604	
2009605	81.63	2009606	87.36	2009609	34.33	2009617	106.53	2009655	
2009657		2009668		2009681	174.18	2009686	84.01	2009688	52.97
2009698	107.72	2009699		2009700		2009701	92.67	2009702	40.92
2009703	104.90	2009704		2009705	122.26	2009719		2009720	
2009721	77.54	2009724		2009739	116.06	2009741	89.04	2009742	
2009743	88.26	2009744		2009754	91.68	2009755		2009770	
2009771	266.38	2009788	68.95	2009795	41.77	2009798		2009799	12.40
2009800	84.48	2009801		2009816		2009817		2009818	96.56
2009819	230.97	2009820		2009821		2009823		2009824	
2009825		2009826		2009831		2009833		2009834	73.56
2009835	0.00	2009836	0.00	2009846	60.82	2009864		2009865	1.14
2009866		2009867	23.91	2009876		2009905	135.90	2009906	151.36
2009928		2009932	54.54	2009933		2009934	97.52	2009935	
2009940	145.85	2009944	1.35	2009945	213.92	2009946	82.19	2009947	0.00
2009948	206.38	2009959		2009992		2009993		2010005	143.40
2010006	170.20	2010007	123.43	2010008	89.38	2010009	109.94	2010010	0.00

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2010011	0.00	2010013		2010014	110.11	2010015	83.98	2010016	57.49
2010017	57.49	2010018	88.51	2010019	127.21	2010020	127.21	2010025	
2010045	49.24	2010046	88.13	2010047	43.97	2010057	77.44	2010088	97.63
2010089	138.45	2010090	104.73	2010110	124.96	2010111	138.86	2010112	146.49
2010117		2010118		2010119		2010120	1.97	2010180	125.00
2010188	0.84	2010190		2010201		2010209		2010210	78.83
2010213	180.61	2010216	97.06	2010217		2010218	0.00	2010219	90.80
2010231		2010234		2010235		2010236	109.05	2010237	200.69
2010240	10.92	2010245	0.00	2010246		2010249	2.00	2010261	
2010262	186.31	2010263	55.28	2010270	0.32	2010272	24.02	2010292	134.69
2010294		2010295	122.28	2010312		2010314	108.65	2010328	111.28
2010329	111.28	2010330	88.93	2010334	0.00	2010335	61.26	2010340	31.89
2010353	40.21	2010354	421.13	2010355		2010356		2010363	160.13
2010364		2010365		2010396	85.43	2010397	85.43	2010400	303.20
2010401	61.14	2010402	2.40	2010404	226.12	2010405	95.64	2010433	83.96
2010442	102.95	2010448	100.75	2010466		2010499		2010500	
2010510		2010513		2010521	137.72	2010543	102.15	2010544	102.15
2010546	76.75	2010547		2010548		2010549	98.36	2010550	168.05
2010558		2010559	56.00	2010560	56.00	2010561	111.33	2010568	115.29
2010587		2010590		2010597	4.81	2010618	344.89	2010619	
2010622	93.32	2010628		2010629	99.39	2010648		2010674	
2010675		2010676	107.35	2010677	110.54	2010686		2010696	0.00
2010705	3.94	2010719	40.04	2010723	151.76	2010725	0.00	2010732	125.12
2010754	0.00	2010755	102.90	2010776		2010786	50.56	2010787	
2010788	100.83	2010789	162.47	2010790	10.64	2010815		2010820	115.25

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2010821	132.68	2010822	72.82	2010823	0.01	2010833		2010840	
2010843		2010846	99.46	2010847		2010853		2010854	106.18
2010855	106.18	2010878	126.24	2010881	54.49	2010888	72.05	2010903	111.00
2010904	53.86	2010906	84.61	2010919	64.45	2010929	102.47	2010930	
2010939	66.43	2010940	0.00	2010970	69.53	2010971	164.49	2010973	
2010974	111.14	2010985	220.13	2011003	53.44	2011004	12.40	2011005	0.96
2011006	111.36	2011007	0.00	2011008	165.91	2011009		2011012	0.00
2011020	150.16	2011021	65.02	2011039		2011052		2011053	
2011125	79.23	2011129	29.46	2011131	28.27	2011133		2011136	
2011137	69.42	2011142		2011156	87.00	2011157	146.00	2011158	0.00
2011159	54.12	2011160	55.76	2011161	87.00	2011162	0.00	2011163	45.51
2011173		2011180	0.00	2011199		2011200	106.43	2011201	
2011217		2011220	42.19	2011221		2011222		2011272	
2011285		2011299	0.00	2011325	32.52	2011326	87.05	2011331	0.00
2011332		2011333	40.47	2011336	0.45	2011339	29.46	2011386	1.50
2011409		2011410	127.24	2011411	88.54	2011412	137.24	2011413	
2011414		2011422	174.39	2011423		2011424		2011425	89.12
2011426	80.94	2011455	0.15	2011457		2011458	101.76	2011459	101.82
2011472		2011559		2011580	0.00	2011581	0.00	2011588	18.33
2011589	115.49	2011597		2011598	115.49	2011605		2011606	0.74
2011608	81.42	2011609	81.42	2011621	122.61	2011632		2011634	262.39
2011640	115.68	2011676		2011677	45.35	2011680		2011681	
2011708	196.74	2011709	168.52	2011713	4.56	2011719	0.00	2011725	4.35
2011742	85.53	2011759		2011796		2011797	169.86	2011798	156.60
2011799		2011800		2011802		2011805		2011806	

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2011808		2011809		2011810		2011816		2011817	
2011818	88.69	2011820	167.00	2011821		2011822		2011877	306.20
2011878	422.46	2011879		2011880		2011895		2011896	72.92
2011897	90.71	2011900		2011913	275.15	2011923	43.43	2011924	
2011925	44.75	2011926	84.90	2011928		2011939		2011944	58.99
2011945	58.99	2011981		2011982		2011983	107.46	2012001	
2012002		2012011	1.64	2012026	0.02	2012030	54.96	2012031	569.19
2012032	0.00	2012033	54.96	2012045	299.15	2012046		2012047	
2012100	106.43	2012101		2012103	98.91	2012143	139.99	2012144	
2012154		2012155	95.45	2012156		2012157	90.71	2012158	
2012163	43.15	2012164		2012166	43.15	2012184	97.79	2012187	86.43
2012188		2012189	90.74	2012223	56.89	2012226	134.13	2012227	
2012228	114.63	2012229	143.88	2012249	120.74	2012250	120.74	2012267	52.12
2012289		2012290	110.08	2012291	89.24	2012292		2012293	78.68
2012294	78.68	2012295	97.00	2012296	94.43	2012297	94.43	2012298	89.18
2012299	123.05	2012300	103.97	2012314		2012348	92.78	2012349	251.79
2012373	72.90	2012374	262.38	2012375	39.13	2012376	325.24	2012377	51.07
2012378	171.94	2012379		2012380	33.42	2012381		2012382	83.87
2012408	56.40	2012437		2012438		2012446	105.07	2012447	
2012448	94.13	2012449	74.99	2012450	117.37	2012451	53.47	2012453	
2012461	0.00	2012462		2012463		2012524	116.45	2012525	
2012530	96.64	2012537	0.00	2012539	203.82	2012540	36.79	2012541	90.15
2012587	124.79	2012588	87.84	2012589		2012597		2012598	89.51
2012599	96.03	2012600	58.35	2012601	49.45	2012602	96.03	2012608	
2012609	120.08	2012610		2012611	120.08	2012628		2012636	

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2012637	105.60	2012638	105.60	2012640	104.23	2012641	90.52	2012643	117.38
2012645		2012647	0.00	2012648	0.00	2012665	0.00	2012666	0.00
2012667		2012668	190.57	2012669		2012670		2012671	27.90
2012672	0.00	2012673	125.08	2012676	134.44	2012679		2012699	
2012887		2012920	1.04	2012935		2012945		2013052	80.56
2013164	98.35	2013185		2013186		2013187		2013188	119.64
2013241		2013242		2013249	190.99	2013252	56.43	2013253	
2013254	45.41	2013267	103.88	2013306	108.86	2013308	183.93	2013311	98.48
2013316	106.24	2013319	137.41	2013321		2013322	194.43	2013323	
2013328	88.99	2013329	77.45	2013330		2013331	43.52	2013332	39.76
2013339	220.40	2013340	101.39	2013341	25.38	2013342	102.73	2013344	109.03
2013345	143.88	2013346	114.63	2013347	96.20	2013350	155.42	2013351	155.42
2013363	52.77	2013364	99.60	2013365	293.73	2013366	98.33	2013373	
2013375	55.13	2013377	0.00	2013381	34.43	2013382	190.53	2013388	147.96
2013389	95.69	2013390	96.97	2013406	129.16	2013410	95.45	2013411	90.71
2013415	120.92	2013416	125.16	2013418	110.08	2013432	70.64	2013440	86.56
2013441	111.24	2013442		2013443	158.99	2013444	112.63	2013445	0.00
2013447	115.64	2013448	61.56	2013449	90.89	2013450	279.25	2013451	180.97
2013457	35.00	2013461	162.84	2013462	105.25	2013464		2013465	94.08
2013466	161.44	2013505	179.57	2013506	66.46	2013508	169.93	2013510	72.92
2013511	81.31	2013512	104.25	2013513	101.23	2013514	107.46	2013517	304.08
2013518	70.60	2013520		2013522	46.00	2013524	43.73	2013525	
2013526	135.65	2013527	104.23	2013528	61.13	2013529	57.10	2013530	40.24
2013531	60.47	2013532	45.40	2013533	62.65	2013534	66.85	2013535	41.28
2013536	50.76	2013537	283.24	2013538	331.00	2013539	180.07	2013541	202.74

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2013542	94.81	2013543	87.84	2013544	142.10	2013547	76.01	2013548	0.00
2013549	89.51	2013550	127.50	2013551	18.33	2013552	77.44	2013553	84.01
2013554	14.32	2013555	108.86	2013556	63.00	2013557	39.88	2013559	19.70
2013561	133.58	2013563	0.00	2013567	87.36	2013568	99.37	2013569	112.95
2013570	96.00	2013572	65.01	2013573	56.14	2013574	60.13	2013575	60.13
2013576	172.06	2013577	145.85	2013579	106.85	2013581	102.64	2013582	170.20
2013584	41.31	2013585	104.18	2013586	96.20	2013587	184.29	2013588	235.13
2013594	108.82	2013596		2013597	94.92	2013599		2013606	1.23
2013607	0.00	2013610	0.00	2013612	58.14	2013613	89.08	2013614	89.52
2013615	42.19	2013616	55.28	2013618		2013622	16.82	2013623	32.06
2013624	0.00	2013625	0.34	2013626	84.90	2013627	116.06	2013628	57.54
2013629	158.74	2013630	158.74	2013631	46.20	2013632	1.03	2013633	63.18
2013635	123.53	2013637	60.07	2013638	136.55	2013639	155.88	2013640	71.25
2013641	136.55	2013642	69.77	2013643	69.77	2013644	75.54	2013645	61.57
2013653	106.31	2013654	2.22	2013656	0.00	2013657	76.97	2013658	36.82
2013663		2013664	41.00	2013665	115.73	2013668	135.90	2013669	47.79
2013670	24.85	2013671	40.24	2013672	50.76	2013673	45.35	2013674	61.13
2013675	57.10	2013676	60.47	2013677	45.40	2013678	62.65	2013679	66.85
2013680	41.28	2013683	63.96	2013684	66.65	2013685	44.60	2013686	99.55
2013688	117.38	2013690	302.79	2013692	72.44	2013693	0.00	2013694	65.24
2013695	78.29	2013699	0.14	2013701	169.10	2013705	77.26	2013706	94.37
2013708	28.71	2013711	24.85	2013712	48.28	2013713	71.66	2013714	16.77
2013715	39.17	2013719	20.26	2013720	35.84	2013721	27.01	2013722	23.30
2013724	42.24	2013725	42.24	2013728	6.33	2013730	58.72	2013731	41.75
2013734	94.56	2013744	0.00	2013745	0.00	2013746	46.47	2013747	56.43

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2013748	86.46	2013749	46.30	2013750	27.00	2013751	66.10	2013752	54.12
2013753	75.40	2013754	0.00	2013755	75.42	2013756	246.84	2013760	109.31
2013762	89.18	2013774	0.00	2013779	290.42	2013780	90.00	2013781	167.64
2013782	111.00	2013784	39.13	2013787	0.50	2013788	0.36	2013789	90.71
2013790	0.53	2013791	325.83	2013795	281.38	2013796	1.42	2013797	238.41
2013798	110.92	2013800	217.85	2013801	54.15	2013802	0.15	2013803	134.49
2013804	94.28	2013805	32.67	2013806	32.67	2013807	32.67	2013808	32.67
2013809	27.44	2013810	27.44	2013811	27.49	2013812	27.49	2013813	28.33
2013814	19.69	2013815		2013817	93.50	2013819	35.71	2013820	81.91
2013821	43.34	2013822	43.34	2013823	20.99	2013824	35.71	2013826	86.43
2013827	51.72	2013829	102.18	2013830	76.09	2013831	111.96	2013832	
2013833	0.47	2013836	54.49	2013837	88.43	2013838	112.82	2013839	14.55
2013840	63.18	2013841	56.62	2013842	71.99	2013843	97.94	2013845	99.85
2013847	90.26	2013848	50.94	2013850	40.54	2013851	40.54	2013852	33.07
2013853	33.07	2013854	34.07	2013855	102.12	2013856	180.05	2013858	152.63
2013859	212.68	2013860	133.37	2013862	44.20	2013863	68.21	2013864	68.21
2013866	0.00	2013867	0.07	2013868	67.07	2013873	135.85	2013874	135.85
2013875	38.45	2013878		2013879	68.54	2013880	68.54	2013881	70.63
2013882	36.83	2013884	0.00	2013886	97.28	2013887	86.24	2013888	166.46
2013890	160.57	2013891	98.48	2013892	70.41	2013893	82.32	2013894	
2013895	105.12	2013896	25.03	2013902		2013905	61.57	2013906	44.19
2013907	188.74	2013908		2013909	62.84	2013910		2013911	
2013912		2013913	129.16	2013914	112.08	2013915	34.15	2013916	186.86
2013925	115.43	2013927	1.73	2013928	307.42	2013929	93.95	2013931	118.94
2013932	66.43	2013934	0.00	2013935	75.30	2013937	147.00	2013938	125.93

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2013943	66.44	2013944	27.83	2013945		2013946	0.00	2013947	46.75
2013948	29.39	2013949	105.24	2013950	54.46	2013952	15.02	2013953	0.00
2013954	34.89	2013955		2013956		2013957	41.81	2013958	105.24
2013959	97.29	2013960	75.54	2013962		2013965	69.96	2013966	75.00
2013967	122.11	2013969	73.20	2013970	71.04	2013974	81.36	2013975	107.77
2013977	75.00	2013982	74.92	2013983	97.07	2013986	16.61	2013987	
2013994	125.10	2013995	109.78	2013996	73.02	2013997	273.00	2013998	173.84
2013999		2014000	189.70	2014001	111.14	2014002	275.61	2014003	243.36
2014004	318.79	2014005	107.10	2014007		2014012	55.35	2014013	3.70
2014014	3.70	2014015	84.97	2014016	3.81	2014017	27.43	2014018	137.24
2014019	73.43	2014020		2014021	72.22	2014022	156.96	2014023	82.64
2014024	76.03	2014025	73.81	2014026		2014027	0.00	2014028	68.09
2014029	0.69	2014030	159.49	2014032	106.41	2014033	134.49	2014034	36.83
2014035	78.92	2014036	106.01	2014037	106.01	2014038	0.81	2014041	49.04
2014043	103.88	2014044	61.56	2014045		2014046		2014047	66.80
2014048	57.22	2014049	68.53	2014050	4.26	2014051	70.15	2014052	68.09
2014054		2014055	85.54	2014057	102.47	2014058	66.92	2014059	0.26
2014060	48.70	2014061	0.54	2014080	10.29	2014081	4.36	2014082	4.36
2014083	0.00	2014084	0.00	2014085	0.00	2014086		2014087	
2014088		2014090	0.31	2014091		2014092		2014093	
2014100	0.65	2014102	0.01	2014103	74.41	2014105	101.85	2014106	101.85
2014107		2014116	48.70	2014117	50.18	2014118	73.19	2014119	73.19
2014120	91.04	2014121	91.04	2014122	70.04	2014124	133.58	2014125	186.77
2014126	95.43	2014128	253.19	2014129	137.72	2014130	269.14	2014131	196.51
2014132	181.41	2014134	100.34	2014135	113.56	2014136	44.42	2014137	99.31

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2014138	134.78	2014139	46.71	2014142	94.90	2014143	47.12	2014144	0.00
2014145	209.75	2014147	197.00	2014148	69.69	2014150	106.25	2014151	118.30
2014152	46.85	2014155	63.84	2014156	110.48	2014157	52.02	2014158	97.06
2014160	112.54	2014161	192.41	2014162	99.35	2014163	160.07	2014166	3.51
2014168	92.79	2014169	1.84	2014170	89.32	2014173	0.00	2014175	103.68
2014176	32.54	2014177	97.45	2014178	44.19	2014180	65.19	2014182	108.86
2014183	63.00	2014184	45.51	2014185	39.88	2014187	107.35	2014188	0.00
2014189	34.96	2014190	74.92	2014191	147.00	2014192	85.00	2014193	88.54
2014194	102.40	2014196	0.34	2014197	47.47	2014198	68.31	2014199	70.38
2014200		2014201	41.43	2014202	34.81	2014203		2014204	67.07
2014205	110.85	2014206	49.94	2014207	28.74	2014208		2014209	67.38
2014210	67.38	2014211	0.00	2014212	0.00	2014213	84.61	2014214	137.00
2014215		2014216		2014218		2014219	110.54	2014220	43.43
2014222	69.81	2014226	91.02	2014227	84.31	2014228	84.31	2014229	0.00
2014230	85.58	2014234		2014235	81.48	2014237	179.78	2014238	60.95
2014239	16.40	2014240	55.21	2014241	68.42	2014242	73.47	2014243	74.12
2014244	0.00	2014245	87.88	2014255	34.43	2014256		2014257	35.70
2014258	55.10	2014259	341.28	2014261	0.14	2014262	0.14	2014263	0.00
2014264	0.00	2014265	0.00	2014266	0.00	2014267	0.00	2014268	0.00
2014270	0.00	2014271	40.40	2014273	39.04	2014274		2014275	15.27
2014276	44.71	2014278	183.10	2014279	318.72	2014280	224.18	2014281	319.31
2014282	287.23	2014283	409.86	2014286	91.68	2014287	52.02	2014288	0.00
2014289		2014290	88.93	2014291	92.78	2014292	185.05	2014293	99.39
2014294	93.32	2014296	79.83	2014297	101.32	2014298	127.50	2014299	69.11
2014300	89.24	2014303	45.50	2014305	86.46	2014309	10.29	2014311	

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2014316		2014318	35.34	2014319	10.98	2014320		2014326	45.50
2014330	129.13	2014333		2014334	70.91	2014335	52.86	2014336	27.84
2014337	65.19	2014338	96.46	2014341	90.44	2014343	137.82	2014346	63.73
2014347		2014348	127.20	2014351	147.96	2014352	141.52	2014353	77.94
2014355	47.51	2014359	204.80	2014365		2014366		2014368	
2014377		2014382	118.42	2014383	114.91	2014384	1.55	2014385	6.34
2014387	0.28	2014401		2014434	0.97	2014438		2014452	
2014453	110.11	2014454	46.12	2014456	42.44	2014457		2014458	237.58
2014459	370.15	2014460	180.07	2014461	9.57	2014466	0.00	2014473	
2014474		2014477	71.42	2014478	66.26	2014480	100.45	2014481	52.86
2014485	0.61	2014487	0.54	2014488	270.29	2014490	170.36	2014495	0.75
2014500	248.61	2014502	0.00	2014503	49.53	2014504	0.00	2014505	25.27
2014506	2.99	2014507	29.25	2014508	28.56	2014509	0.13	2014511	56.86
2014520	0.00	2014521	1.92	2014523	55.13	2014524	57.06	2014527	97.52
2014528	0.72	2014531	69.17	2014532	72.41	2014535	0.00	2014537	
2014544		2014548	77.96	2014549	82.36	2014550		2014551	103.88
2014552	42.98	2014554	0.02	2014555	101.24	2014556	0.66	2014557	0.05
2014559		2014560	0.54	2014561		2014562	0.22	2014563	0.66
2014565		2014575		2014577		2014578		2014579	
2014593		2014596		2014597		2700693		2705000	62.80
2705004	60.47	2705006	23.40	2705007	114.00	2705008	87.61	2705010	136.33
2705011	134.11	2705012	401.70	2705014		2705015	160.68	2705016	116.91
2705017		2705018	210.17	2705019		2705020		2705021	
2705022	0.00	2705029		2705039	118.38	2705042	47.29	2705044	119.71
2705045	62.51	2705047	123.96	2705048	60.74	2705049	68.81	2705050	98.76

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2705052	76.63	2705053	62.80	2705054		2705055	123.96	2705056	60.74
2705057	70.90	2705058	98.76	2705059	76.63	2705060	62.51	2705061	126.00
2705063		2705065	203.73	2705066	195.20	2705067		2705068	0.00
2705069		2705070	0.00	2705073		2705074	69.21	2705075	76.48
2705076	77.79	2705077	144.29	2705078	277.86	2705079	47.29	2705080	134.99
2705082	126.57	2705083		2705084	182.95	2705085		2705086	190.97
2705087	104.76	2705088	104.76	2705089		2705090	0.00	2705091	0.00
2705092	0.00	2705093		2705094	114.34	2705095	137.46	2705096	137.46
2705097	99.24	2705098	99.24	2705099	40.78	2705100	171.00	2705101	76.48
2705102	138.40	2705103	286.56	2705104	98.64	2705105	138.40	2705106	0.93
2705107	47.47	2705108	98.64	2705109	47.47	2705110	1.76	2705111	136.40
2705112	0.00	2705113	136.40	2705114	0.83	2705115	272.59	2705116	157.62
2705117	157.62	2705118	128.32	2705120	56.28	2705122	187.43	2705124	59.77
2705126		2705127		2705128	108.25	2705129	233.40	2705130	1.03
2705131	0.00	2705132	211.59	2705133	171.08	2705134	210.02	2705135	0.00
2705136	273.04	2705137	0.00	2705138	223.19	2705139	106.60	2705140	106.60
2705141		2705143	159.99	2705147	64.36	2705148	64.36	2705149	
2705150	0.00	2705151	80.85	2705152	133.75	2705153		2705154	126.95
2705155		2705156	136.33	2705157		2705158	102.38	2705159	102.38
2705160	133.58	2705161	140.83	2705162	140.83	2705163		2705164	185.55
2705165	0.00	2705166	146.39	2705167	93.24	2705168	141.83	2705169	114.07
2705170	114.07	2705171	0.29	2705172	259.44	2705173	141.83	2705174	274.50
2705175		2705176	51.60	2705177		2705178	115.83	2705179	
2705180	115.39	2705181	115.39	2705182	105.28	2705183		2705184	0.00
2705185	0.00	2705186		2705188	219.17	2705189		2705190	166.13

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2705191		2705192	153.63	2705193	153.63	2705194	105.84	2705195	102.54
2705196	54.72	2705197	50.79	2705198	116.46	2705199	116.46	2705200	155.35
2705201	155.35	2705202	102.75	2705203	146.90	2705204	102.75	2705205	317.57
2705206	159.81	2705207	115.32	2705208	150.03	2705209	150.03	2705210	174.16
2705211		2705213	131.01	2705214		2705215	123.60	2705216	
2705217	159.99	2705218	147.07	2705221		2705222	141.29	2705223	99.37
2705224	0.00	2705225	0.00	2705227	289.28	2705228	226.91	2705229	206.46
2705230	48.84	2705231	74.31	2705232	41.81	2705233	264.03	2705234	389.08
2705235	440.65	2705238	353.75	2705239	276.46	2705240		2705241	122.49
2705243	130.03	2705244	289.03	2705245	291.20	2705246		2705247	92.60
2705248		2705249	445.55	2705250	229.32	2705251	161.09	2705252	49.83
2705253	348.21	2705256	218.86	2705257	424.11	2705258	328.92	2705259	22.19
2705282	296.59	2705283	269.50	2705284	204.83	2705285		2705286	137.28
2705287	130.31	2705288		2705289	248.32	2705290	426.62	2705291	94.83
2705292	135.52	2705293	30.38	2705297	200.25	2705298	317.51	2705299	235.08
2705300	207.13	2705301	229.74	2705305	119.59	2705306	97.67	2705307	0.00
2705308	18.86	2705309	222.63	2705310		2705311	136.53	2705312	34.94
2705313	193.18	2705314	204.82	2705317		2705318		2705319	47.30
2705320		2705321	179.60	2705322		2705323	46.92	2705324	162.07
2705326	225.43	2705327	15.68	2705328		2705329	73.94	2705330	163.23
2705332	312.93	2705333		2705334	208.17	2705335		2705336	181.27
2705337	189.38	2705338		2705339		2705340	146.77	2705341	
2705342	0.00	2705343	160.97	2705344	0.00	2705345		2705346	
2705347		2705348	110.29	2705349		2705350	106.17	2705351	115.39
2705352		2705353	114.52	2705354	111.15	2705355	146.63	2705356	0.00

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2705357	289.54	2705359	2.91	2705360	0.00	2705361	49.95	2705362	278.17
2705363		2705364	247.58	2705365	108.63	2705366	324.08	2705367	48.04
2705368	192.49	2705369	103.06	2705370	146.63	2705371		2705372	
2705373	38.54	2705374	289.75	2705375		2705376		2705377	0.00
2705378	277.00	2705379	0.00	2705380	0.00	2705381		2705382	134.64
2705383	69.08	2705384		2705385	125.62	2705386	110.57	2705389	
2705390		2705391		2705392	51.60	2705393	87.61	2705394	0.00
2705395	331.37	2705396	131.01	2705397		2705398	64.97	2705399	64.97
2705400	80.85	2705402	105.57	2705403		2705405		2705406	101.65
2705407	101.65	2705408		2705409	47.25	2705410	98.91	2705411	
2705413	163.30	2705414	159.10	2705415	95.84	2705416	122.63	2705417	122.63
2705418	153.55	2705420	0.00	2705421		2705422	14.69	2705423	
2705424		2705425		2705426	250.95	2705427	99.23	2705428	4.85
2705429		2705430	155.46	2705431	168.54	2705432	77.16	2705433	77.16
2705434		2705435		2705436	127.00	2705437		2705438	36.26
2705440	279.69	2705441	134.72	2705442	166.13	2705443	130.77	2705444	117.51
2705445	10.50	2705446		2705447	131.70	2705448		2705449	105.60
2705450		2705451	85.05	2705452	85.05	2705453	78.18	2705458	143.68
2705459	123.60	2705460	98.29	2705461		2705462	54.02	2705463	67.42
2705464	67.42	2705465	58.08	2705466		2705467	146.90	2705468	115.32
2705469	159.81	2705470	154.02	2705471	159.70	2705472	142.29	2705473	229.24
2705474	124.83	2705475	213.86	2705476	190.18	2705478	171.02	2705480	129.74
2705481	133.58	2705482	100.72	2705483		2705484		2705485	70.07
2705486	66.11	2705487	99.60	2705488	70.51	2705489	66.88	2705490	65.33
2705491	150.80	2705492	72.39	2705494	891.02	2705495	113.21	2705496	93.40

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2705497	128.16	2705498	319.07	2705499	76.90	2705500	100.19	2705501	130.88
2705502	82.68	2705503	78.06	2705504	85.82	2705505	110.57	2705506	110.57
2705507	121.99	2705508	89.58	2705509	61.94	2705513	92.10	2705515	
2705516	128.29	2705517	0.00	2705519		2705520	197.91	2705522	87.89
2705523		2705525		2705526	130.09	2705527	130.09	2705528	84.34
2705529	84.34	2705530	79.68	2705531	118.99	2705532		2705533	269.93
2705534	142.36	2705536	51.20	2705537	98.27	2705539	101.08	2705540	54.02
2705541		2705542	155.46	2705543	295.68	2705544		2705545	252.65
2705546		2705547	86.54	2705548	176.33	2705558	111.15	2705559	160.68
2705565	107.54	2705566	73.95	2705567	125.79	2705568	120.48	2705569	26.92
2705570	111.84	2705571	125.13	2705572	273.13	2705573	115.12	2705574	189.05
2705575	82.61	2705577		2705578	64.70	2705579	142.36	2705584	
2705589		2705590		2705591		2705593		2705594	
2705644		2705645	204.45	2705647		2705648		2705649	
2705651	71.17	2705659	85.95	2705660		2705668		2705669	130.77
2705670		2705672	110.39	2705681	208.45	2705709	182.53	2705711	123.60
2705712	73.33	2705713		2705714	1.53	2705715		2705716	105.57
2705717	118.38	2705718		2705719	107.93	2705728		2705733	0.56
2705734	26.19	2705735		2705741	125.56	2705742	221.30	2705743	0.00
2705744	111.03	2705745	270.12	2705747	109.90	2705754	146.39	2705755	154.02
2705756	179.45	2705761	229.32	2705788	101.08	2705790		2705797	58.34
2705798		2705799	144.29	2705800		2705805	114.00	2705830	
2705846		2705848	0.53	2705850		2705853		2705873	147.07
2705906		2705907	175.35	2705908	32.15	2705932	4.60	2706008	115.83
2706009	2.46	2706014	0.00	2706015		2706016	110.57	2706017	125.62

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2706025	97.00	2706026		2706031		2706042	68.81	2706043	
2706044		2706045		2706046		2706071		2706079	
2706114	84.96	2706115		2706116	180.37	2706118	168.54	2706127	142.71
2706128	117.51	2706133	177.19	2706134	105.28	2706135	94.85	2706136	85.95
2706141	17.11	2706142	78.18	2706143	89.95	2706144	0.32	2706145	181.27
2706146	110.48	2706147	126.57	2706148		2706150	87.99	2706151	0.32
2706152	89.61	2706154	70.07	2706155	111.64	2706156	111.64	2706157	116.68
2706159	0.00	2706160	95.68	2706164	66.11	2706165	82.61	2706166	78.06
2706167	85.82	2706168	82.68	2706169	130.88	2706170	87.89	2706171	99.60
2706172	70.51	2706173	66.88	2706175	268.48	2706176		2706177	47.25
2706178	98.91	2706179	153.55	2706183		2706184	113.21	2706185	128.55
2706186	115.12	2706187	93.40	2706188	53.08	2706189	51.20	2706190	128.16
2706191	179.51	2706192	170.13	2706193	146.13	2706194	27.76	2706195	0.00
2706196		2706197	91.62	2706198	91.62	2706199	88.58	2706200	88.58
2706201	62.37	2706202	62.37	2706203	87.02	2706204	87.02	2706206	125.56
2706207	73.03	2706208	176.00	2706209		2706212	157.15	2706213	108.25
2706214	192.84	2706216	147.08	2706217	110.39	2706218	110.29	2706222	105.60
2706223	99.37	2706224	210.58	2706225	100.19	2706226	76.90	2706227	89.58
2706228	69.21	2706229	121.99	2706232	118.99	2706233	61.94	2706234	79.68
2706235	227.40	2706236	249.22	2706237	0.00	2706239	97.67	2706240	111.84
2706241	107.54	2706243	375.62	2706244	160.97	2706246		2706247	
2706248	106.17	2706249	93.88	2706250	115.39	2706251	146.77	2706253	
2706254	120.00	2706255	182.97	2706256	242.61	2706257	79.23	2706258	61.28
2706259	0.00	2706260	87.91	2706261	263.27	2706262	132.60	2706263	94.85
2706264	134.64	2706265	147.07	2706266	95.84	2706267	293.60	2706268	159.10

WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>	WDID	<u>acft 2020</u>
2706269	99.23	2706270	73.19	2706271	58.34	2706272	248.08	2706273	69.08
2706276	107.93	2706277	109.90	2706279	233.26	2706280	173.97	2706281	111.03
2706282	163.30	2706284	0.00	2706285	100.72	2706286	98.29	2706287	201.63
2706288	175.35	2706289	58.08	2706290	77.79	2706295	9.14	2706296	123.60
2706297	143.68	2706298	179.45	2706322	273.24	2706323		2706324	87.91
2706325	53.08	2706331	78.95	2706332	128.29	2706339	102.52	2706340	
2706345		3505052	9.23	3505053	0.00	3505620	2.39		

3,524 Total Number of Wells

- Notes:
- 64 wells were contracted into Subdistrict No. 1 in 2021, but 13 of the 64 wells were on the previous ARP Well List.
 - 1 well from 2021 Subdistrict Well List was removed from the List in 2021.
 - 2 of 64 contracted wells did not have WDID's, so they are not included in the total wells count above.

APPENDIX B

Augmentation Wells and Map

Augmentation Plan Wells that are Part of a farm Unit					
Case No.	Plan Type	Decreed Owner	Current Owner	WDID	Governed*
00CW0019	Augmentation Plan	Ensz	Roger Ensz	2005728	Y
				2005729	A
				2011878	Y
00CW0042	Augmentation Plan	J Cooley	James Cooley	2008692	Y
				2014243	Y
01CW0006	Augmentation Plan	K Cooley	Kim Cooley	2014013	Y
				2014014	Y
				2014016	Y
07CW0064	Augmentation Plan	JDS Farms/Entz	JDS Farms & Allen Entz	2009165	NP
				2009403	NP
				2009405	NP
81CW0069	Change of Water Right	Beard	John Slane	2705546	Y
				2705547	Y
81CW0072	Change of Water Right	Slane	Rob Jones	2006662	Y
				2014257	Y
82CW0017	Augmentation Plan	SRS Ranch	Gene Ensz	2008188	NPA
				2008189	NPA
				2008190	NPA
				2008191	NPA
				2008192	NPA
				2008188	NPA
			Laverne Schmidt	2008189	NPA
				2008190	NPA
				2008191	NPA
			Susie Nickel	2008192	NPA
				2008188	NPA
				2008189	NPA
				2008190	NPA
2008191	NPA				
2008192	NPA				
89CW0045	Augmentation Plan	MV Pro Credit Assoc	Scidmore	2006555	A
				2006633	Y
				2008240	A
96CW0005	Augmentation Plan	Kirkpatrick	Kirkpatrick	2008241	A
				2013719	Y
				2013720	Y
				2013721	Y
				2013722	Y
99CW0009	Augmentation Plan	Off Ranches	Cory Off	2009876	Y
				2013756	Y
99CW0025	Augmentation Plan	Bradley	Jim Bradley	2010235	Y
				2013884	Y
W-3847	Alt. Point of Diversion	Seger	Gary Seger	2005398	Y
				2005399	Y
*Footnotes:	Y	Yes, well is governed by Plan			
	NP	Wells are not participating in Plan			
	A	Wells are associated with other wells that are governed by Plan			
	NPA	Wells are not participation in Augmentation Plan and operating under Subdistrict No.1 Rules and Regulations			

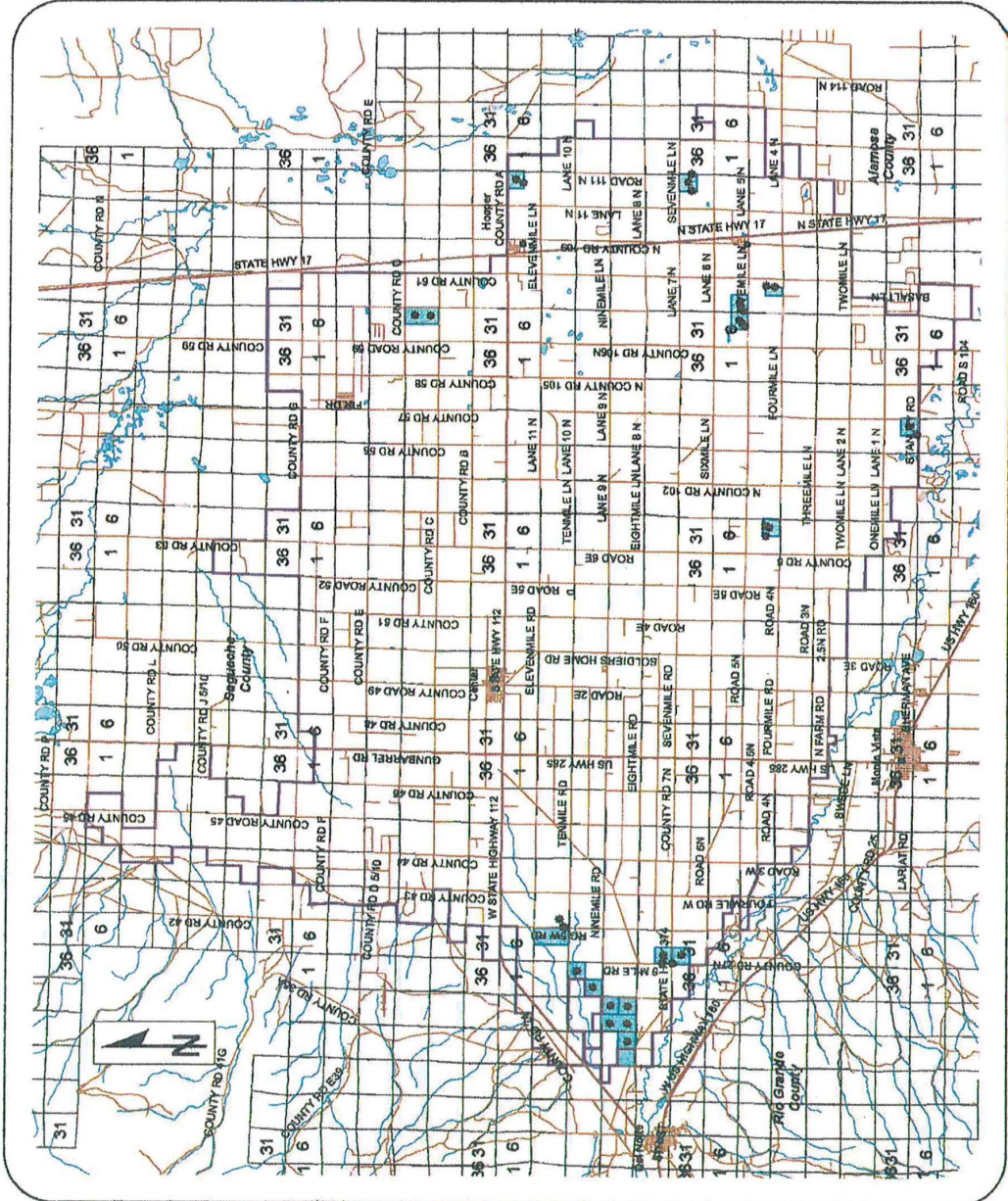
SPECIAL SUBDISTRICT NO. 1

Wells Associated with
Augmentation & Other Plans

- Legend**
- * Div3_Wells_Aug Plans
 - Subdistrict_1_bndry2006Mar
 - Decreased Aug Plans
 - 00CW0019 Roger Ensz
 - 00CW0042 James Cooley
 - 01CW0006 Kim Cooley
 - 07CW0064 JDS Farms & Allen Entz
 - 81CW0069 John Slane
 - 81CW0072 Rob Jones
 - 82CW0017 Gene Ensz
 - 82CW0017 Laverne Schmidt
 - 82CW0017 Susie Nickel
 - 89CW0045 Scidmore
 - 96CW0005 Kirkpatrick
 - 99CW0009 Cory Off
 - 99CW0025 Jim Bradley
 - W-3847 Gary Seger



Prepared 1/15/2013



Description of Court Approved Augmentation Plans

Case No. 81CW69, Application of Alan and Dorothy Beard (related case 02CW65, In the Matter of the Application of John Slane)

The decrees in Cases No. 81CW69 and 02CW65 are actually changes of water rights, not plans for augmentation. The wells operated pursuant thereto have been classified as Augmentation Plan Wells by Subdistrict #1 for accounting purposes with the Division 3 Engineer.

The decree in Case No. 81CW69 specifically finds that the applicants sought to change their method of irrigation whereby the water diverted by the San Luis Valley Irrigation District and attributable to the applicants' land that was historically directly applied by flood irrigation, may be first used to recharge the unconfined aquifer and then withdrawn by a well for the irrigation by center pivot sprinkler of crops in the NE¼ and the SE¼ of Section 19, T41N, R10E, N.M.P.M. The decree authorized the applicants to construct two wells, Beard Irrigation Wells No. 2 and 3, into the unconfined aquifer to withdraw the water recharged for the irrigation of the described lands.

Because this decree is a change in method of irrigation, not a plan for augmentation, the wells are not Augmentation Plan Wells and may be properly included within the Amended Plan and the ARP. Because the wells' withdrawals are limited by the quantity of water recharged, there is no net depletion to the aquifer system and no resulting stream depletions the Amended Plan is required to replace.

The decree in Case No. 02CW65 changed the point of diversion of Well Permit # 9343-F, decreed as Well No. 2 in Case No. W-1505, WDID 2705546, to Beard Irrigation Well No. 3, Permit # 44595-F WDID 2905547 decreed in Case No. 81CW69. The total quantity of water changed is a long term average of 32 ac-ft. per year of historical consumptive use. The water right decreed to Well No. 2 in Case No. W-1505 is a decreed right to the use of groundwater, the injurious depletions from which are replaced pursuant to the Amended Plan and ARP. Because neither Case No. 81CW69 nor Case No. 02CW65 is an augmentation plan, Beard Irrigation Wells No. 2 and 3 are Subdistrict Wells and the lands irrigated by these wells are Subdistrict Lands within the ambit of the Amended Plan.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=1948738&page=1&cr=1>

Case No. 81CW72, Application of Ray and Sally Slane

Case No. 81CW72, like Case No. 81CW69, involved an application for a change in the manner of application of irrigation water allocated to lands located within the San Luis Valley Canal service area from direct flood irrigation to recharge and subsequent irrigation by means of a center pivot sprinkler. The decree specifically finds that the application seeks a change of water rights to change the method of irrigation. Accordingly, this is not an augmentation plan and the well authorized by this decree is not an Augmentation Plan Well. However, the Division Engineer and Subdistrict #1 consider it as such for accounting purposes.

The decree in Case No. 81CW72 authorized the construction of Slane Irrigation Well No. 3, Well Permit # 47246-F, WDID 2006662, to be located in the center of the NE $\frac{1}{4}$ of Section 2, T40N, R10E, N.M.P.M. Withdrawals by that well, like the wells authorized under the decree in Case No. 81CW69, are limited by the amount of recharge credit accrued in accordance with the terms of the decree. Well WDID 2014257, Well Permit # 58972-F is an alternate point of diversion for Slane Irrigation Well No. 3 and is subject to the same limitations as Slane Irrigation Well No. 3 and is also a Subdistrict Well. Because these are not Augmentation Plan Wells, the lands irrigated by these wells are Subdistrict Lands within the ambit of the Amended Plan.

In 2018, the provisions of this case were not invoked and the owner instead elected to receive surface water credit which was used to offset pumping that occurred within the Subdistrict #1 Farm Unit. The owner received surface water credit for all 200.0 shares dedicated to the augmentation plan in the amount of 274.0 acre feet to offset pumping that occurred within the Subdistrict #1 Farm Unit for 2018.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=1949350&page=1>

Case No. 99CW09, Application of Off Ranches, Inc.

The application in this case sought an alternate point of diversion for Well #1, Case W-914, Permit #1970-R, WDID 2009876, and sought to increase the number of acres that could be irrigated by Well #1 and its alternate point of diversion. The original well, in combination with water available from applicant's shares in the Rio Grande Canal Water Users' Association and the Santa Maria Reservoir Company (SMRC), historically had been used to flood irrigate the SW $\frac{1}{4}$ of Section 30, T40N, R7E, N.M.P.M. The decree granted the alternate point of diversion well and limited the combined annual withdrawal from the original well and the alternate point of diversion well WDID 2013756 to 132.2 ac-ft. per year for irrigation of the SW $\frac{1}{4}$ of Section 30.

The augmentation plan portion of the decree authorizes the withdrawal of additional water beyond 132.2 ac-ft. through these two wells for purposes of irrigation on the SW $\frac{1}{4}$ of Section 30, based upon recharge of applicant's surface water rights. The "augmentation credits" allowed

under the decree are limited to the applicant's historical consumptive use from its *first use* of Rio Grande Canal (as opposed to reuse and successive use recognized by the Rio Grande Canal's recharge decree) and Santa Maria Reservoir Company water for irrigation of this land. Because the diversion of 132.2 ac-ft. by Wells #1 and #1A is considered in the decree to be the existing groundwater right of Well #1 and is not included in the augmentation plan, the injurious depletions from that use are remedied pursuant to the Amended Plan. Accordingly, these wells are Subdistrict Wells and the irrigated lands are Subdistrict Lands.

In 2017, a Variable Fee was assessed to the first 132.2 ac-ft. of pumping that was not covered by the augmentation plan, and no Surface Water Credit was given for the surface water consumed under the plan for augmentation. These wells are also part of a larger Farm Unit and therefore must be included in the Amended Plan and ARP to correctly compute the Surface Water Credit available to offset the Variable Fee assessed against the Farm Unit.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=358993&page=1>

Case No. 99CW25, Application of James Bradley

This case involved a change of water right to obtain an alternate point of diversion well and a plan for augmentation to increase the amount of water that could be withdrawn through both wells to irrigate the NW¼ of Section 31, T40N, R7E, N.M.P.M. The wells involved are Well No. 2, Case No. W-1153, Permit # 727-R, WDID 2010235, and its alternate point of diversion, Well No. 2A, WDID 2013884. The decree limits the annual withdrawals from Wells No. 2 and 2A to 150 ac-ft. annually under the existing groundwater right of Well No. 2. The decree allows these wells to withdraw no more than 150 ac-ft. annually, or 510 ac-ft. in any 10 consecutive years pursuant to the plan for augmentation.

The plan for augmentation portion of the decree authorizes the applicant to recharge the water available to its shares in the Rio Grande Canal and Santa Maria Reservoir Company. The decree allows the applicant to increase the total annual withdrawals from the well for irrigation of the NW¼ of Section 31 to the extent of the Allowable Pumping Credit calculated under the terms of the decree. The annual pumping credit is based upon the historical irrigation consumptive use that resulted from the *first use* of the surface water.

Because Well Nos. 2 and 2A had an existing groundwater right limited to 150 acre feet annually and not included in the plan for augmentation, the injurious stream depletions from that pumping use are remedied pursuant to the Amended Plan. This means that Well No. 2 and 2A are Subdistrict Wells, and the irrigated land is Subdistrict Land within the ambit of the Amended Plan.

The unconsumed portion of any recharge of the surface water rights can be used as a surface water credit to offset the calculation of any Variable Fee assessed against pumping of up to 150 ac-ft. under the existing groundwater right for Well Nos. 2 and 2A. Accordingly, Well Nos. 2 and 2A and their associated surface water right also must be included in the Amended Plan for purposes of correctly calculating the surface water credit and Variable Fees for the Farm Unit.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=359154&page=1>

Case No. 00CW19, Application of Roger and Julia Ensz

This plan for augmentation involves Well No. 2, Case No. W-2058, Permit #1843-R, WDID 2005728; Well No. 2-A, Case No. 82CW119, Permit # 21996-F, WDID 2005729; and Well No. 3, Case No. W-2058, Permit # 9503-F, WDID 2011878. Wells No. 2 and 3 were historically used for the irrigation of the SW $\frac{1}{4}$ of Section 8, T40N, R7E, N.M.P.M. The decree found that the applicants' 25 shares in the Rio Grande Canal and 45 shares in the Santa Maria Reservoir Company historically had been used to irrigate up to 300 acres in the E $\frac{1}{2}$ of Section 7, T40N, R7E, N.M.P.M. The application sought to increase withdrawals through Wells No. 2 and 3 in order to use the wells to irrigate the E $\frac{1}{2}$ of Section 7. The decree authorized that use based on recharging of the water available from the applicants' shares in the Rio Grande Canal and the Santa Maria Reservoir Company. The increased amount of water that can be withdrawn through the wells for irrigation in the E $\frac{1}{2}$ of Section 7 is based upon the quantity of water recharged as calculated by procedures set forth in the decree.

The decree states that it does not limit the use of the wells for the irrigation of the SW $\frac{1}{4}$ of Section 8, and authorizes the use of the wells for irrigation of the E $\frac{1}{2}$ of Section 7 under the plan for augmentation when augmentation credit is available. Wells No. 2 and 3 divert water under their own decreed groundwater rights for irrigation of the SW $\frac{1}{4}$ of Section 8, the injurious depletions from which are remedied pursuant to the Amended Plan. Accordingly, the wells are Subdistrict Wells and the SW $\frac{1}{4}$ of Section 8 is Subdistrict Land. The E $\frac{1}{2}$ of Section 7 is treated as Non-Benefitted Subdistrict Land and is assessed no Subdistrict fees. These wells also are part of a Farm Unit, and therefore it is necessary to include these wells in the Amended Plan and the ARP to correctly calculate surface water credits available to offset the Farm Unit's Variable Fees.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=709008&page=1>

Case No. 00CW42, Application of James and Donna Cooley

This case was an application for a change of water rights and plan for augmentation. The applicants sought to use water from one share in the Prairie Ditch Company associated with the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 8, T39N, R10E, N.M.P.M. for direct irrigation and/or as a source of augmentation for two existing irrigation wells. The two existing irrigation wells are Well #1, Case No. W-245, Permit #12178-R, WDID 2008692; and Permit # 57923-F, WDID 2014243. Those two wells were permitted only for use on the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8.

The plan for augmentation allows the wells to irrigate the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8 by pumping against credits accumulated from surface water recharge from one share in the Prairie Ditch. The decree contains the manner for quantification of the recharge credits and limits pumping by the wells for irrigation of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8 to the amount of accumulated augmentation

credit. Nothing in the decree limits the exercise of the decreed water rights for the wells for the irrigation of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8.

The E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8 is Subdistrict Land, and the use of these wells to irrigate that land makes them Subdistrict Wells. The injurious stream depletions from the irrigation of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8 are remedied pursuant to the Amended Plan as implemented by the ARP. The W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 8 is treated as Non-Benefitted Subdistrict Land and is not assessed Subdistrict fees. In addition, the SE $\frac{1}{4}$ of section 8 is part of a larger Farm Unit, so it is necessary to include the entire SE $\frac{1}{4}$ in the Amended Plan and ARP for purposes of determining surface water credit available to offset the Farm Unit's Variable Fees.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=360867&page=1>

Case No. 07CW64, Application of JDS Farms, LLC and Allen Entz

This case involves Well No. 2, Case No. W-635 WDID 2009403, Permit #1534-F; Well No. 4, Case No. W-635 WDID 2009405, Registration #1297-R; and Well #1, Case No. W-485 WDID 2009165, Registration #19606-R. The decree finds that Wells No. 2 and 4 in Case No. W-635 were historically used in conjunction with one share of Prairie Ditch for the irrigation of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 7, T39N, R9E, N.M.P.M. Well #1, Case No. W-485 was historically used in conjunction with two shares of the Prairie Ditch for the irrigation of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 7. The plan for augmentation sought authorization for the three wells to irrigate the entire SE $\frac{1}{4}$ of Section 7 and to divert more groundwater than the historical use by these wells.

The decree quantifies the combined historical groundwater use of the three wells for irrigation under their own priorities as approximately 160 ac-ft. The decree authorizes pumping of more than 160 ac-ft. based on surface water recharge to the unconfined aquifer and a calculation of a recharge credit pursuant to a formula set forth in the decree. The recharge credit is based on the historical consumptive use from the *first use* of the surface water.

These wells are Subdistrict Wells, and the SE $\frac{1}{4}$ of Section 7 irrigated by these wells is Subdistrict Land because the wells withdraw groundwater under their decreed water rights, the injurious depletions from which are remedied pursuant to the Amended Plan. The owners of these wells have not exercised their rights under the plan for augmentation, and therefore the wells have been treated solely as Subdistrict Wells. No Variable Fee will be assessed for pumping under the augmentation plan, and no surface water credit will be given for surface water consumed by the augmentation plan. Because these wells are part of two separately owned Farm Units, it is also necessary to include the land and wells in the Amended Plan and the ARP for purposes of calculation of surface water credits available to offset the Farm Units' Variable Fees.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=2082833&page=1>

Case No. 82CW17, Application of SRS Ranch, Inc.

This case involves an application for change of water rights and a plan for augmentation. The applicant owned approximately 946 acres comprised of Section 23 and the S½ of Section 22 and the north portion of Section 27, T40N, R6E, N.M.P.M. The land was historically served with water from the Rio Grande Canal, the Midland Ditch, and irrigation Wells No. 2, 4, and 5, Case No. W-713. The application proposed to plug the three existing wells and to construct five replacement wells, one each in the center of the NE¼, NW¼, SE¼, and SW¼ of Section 23 and the center of the SE¼ of Section 22 all in T40N, R6E, N.M.P.M. At the time the application was filed, the applicant used the three original wells to operate five center pivots irrigating all of Section 23, the S½ of Section 22, and a portion of Section 27 using both groundwater and surface water rights. The decree granted the proposed change of water rights allowing the construction of the five wells as replacement wells and new points of diversion for the water rights decreed to the original three wells on the ranch. The court approved the plan for augmentation conditioned upon the applicant's continued ownership and recharge of the surface water available to its shares in the Rio Grande Canal and the Midland Ditch. All groundwater pumping from the 5 wells is to be fully augmented by the recharge of the surface water shares identified in the decreed plan of augmentation and should not create net depletions from their operations.

The replacement wells are Well #1R, Permit # 37045-F, WDID 2008188; Well No. 2R, Permit # 30339-F, WDID 2008189; Well No. 3R, Permit # 41845-F, WDID 2008190; Well # 4R, Permit # 37047-F, WDID 2008191; and Well No. 5R, Permit # 3032-F, WDID 2008192. These wells and the lands they irrigate are in three separate ownerships.

The quarter section served by Well #1R is separately owned and was treated as Non-Benefitted Subdistrict Land with no Subdistrict fees assessed in 2018. This quarter section is part of a larger Farm Unit.

Well No. 3R and the quarter section it irrigates are also separately owned and are included in a larger Farm Unit. In 2018 this land was treated as Non-Benefitted Subdistrict Land, and no Subdistrict fees were assessed on this land.

Well Nos. 2R, 4R, and 5R, and the lands irrigated thereby are separately owned. These wells and the lands irrigated are not part of a larger Farm Unit. This land is treated as Non-Benefitted Subdistrict Lands, and no Subdistrict fees are assessed on this land.

The Plan of Augmentation decreed in 82CW0017 known as the SRS Augmentation Plan will not be in operation during 2020. The wells associated with the Plan of Augmentation are 2008188, 2008189, 2008190, 2008191 and 2008192. On December 3, 2018 the Board of Managers of Subdistrict No.1 approved the Participation Contract of the SRS Augmentation plan to operate as Subdistrict wells. All the wells associated with the 82CW0017 decree will operate as Subdistrict No. 1 Wells as part of the 2020 ARP. Subdistrict No. 1 will remedy injurious stream depletions caused by all the groundwater withdrawals from these wells and meet requirements for aquifer sustainability in compliance with the rules and regulations for Water Division No. 3 promulgated by the Colorado State Engineer and the Plan Of Water Management.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=705848&page=1>

Case No. 89CW45, Application of Monte Vista PCA

This case is a change of water rights and plan for augmentation that changed surface water rights in the Excelsior Ditch and the San Luis Valley Canal historically used, along with groundwater,

to irrigate 140 acres in the SE¼ of Section 34, T39N, R9E, N.M.P.M. The application sought to use the surface water to recharge the unconfined aquifer and then withdraw that water and apply it by center pivot sprinkler to the historically irrigated land. The well historically used on this land is Well No. 5, Case No. W-1181, Permit # R13476-RF, WDID 2006555, located in the center of the SE¼ of Section 34. The decree authorizes the applicant to divert additional groundwater through the supplemental well and to recharge to the aquifer an amount equal to the consumptive use of the water diverted by the supplemental well. The supplemental well was constructed pursuant to Well Permit # 38425-F, WDID 2006633. Both Well No. 5 and the supplemental well supply water to the same sprinkler system for the irrigation of the SE¼ of Section 34.

The supplemental well's use of groundwater is offset by the quantity of water recharged by the applicant under the decree in 89CW45. Accordingly, the augmented portion per decree of the water diverted by the supplemental well, WDID 2006633, was not assessed a Variable Fee for 2018 and was not given surface water credit for the recharged surface water consumed by this practice. Because Well No. 5 had a pre-existing groundwater right that is not included in the plan of augmentation, it is a Subdistrict Well and the injurious stream depletions occurring from the original use are being remedied pursuant to the Amended Plan. Because a Subdistrict Well irrigates this land, the land is Subdistrict Land within the ambit of the Amended Plan.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=711074&page=1>

Case No. 96CW5, Application of George Kirkpatrick

This case authorizes the construction of "auxiliary wells." The auxiliary wells are permits # 45102-F WDID 2013719, 45103-F WDID 2013721, and WDID's 2013720, 2013722 and 2008241 to be used in conjunction with existing wells for the irrigation of the SE¼ of Section 6 and the SW¼ of Section 5 in T39N, R10E, N.M.P.M. The "auxiliary wells" are intended to supplement the water supply available from Well #1, Permit # 22543-F, WDID 2008240 located in the center of the SW¼ of Section 5, and Well No. 2, Permit # 22542-F, WDID 2008241 located in the center of the SE¼ of Section 6. Shares in the San Luis Valley Canal Company and the Prairie Ditch Company represent the surface water rights involved. The plan for augmentation operates by allowing the "auxiliary wells" to withdraw a portion of the water recharged under the surface water rights. The decree limits the consumptive use credits under the surface water rights to 50% of the amount diverted to recharge, and limits the consumptive use that can be made of water diverted by the auxiliary wells to the consumptive use credit calculated under the decree.

This land is Subdistrict Land because it is irrigated by Wells #1 and 2 under their pre-existing groundwater rights, the injurious depletions from which are remedied by the Subdistrict pursuant to the Amended Plan as implemented by the ARP. Although the auxiliary wells operate pursuant to a decreed plan for augmentation, they irrigate Subdistrict Land that is also irrigated by Subdistrict Wells. While the auxiliary wells were not assessed a Variable Fee and no surface water credit was given for the water consumed by these wells in 2018, it is necessary to account

for these wells in the Amended Plan in order to correctly determine the Farm Unit's Variable Fee and surface water credit.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=712895&page=1>

Case No. 01CW06, Application of Kimothy and DeAnn Cooley

Case No. 01CW06, the application of Kimothy and De Ann Cooley, involves 200 shares of the San Luis Valley Canal that historically have been used for the irrigation of the NE¼ of Section 35, T40N, R10E, N.M.P.M. Prior to 1966, this land was flood irrigated; in 1966 a sprinkler was installed and the San Luis Valley Canal shares were diverted into a holding pond and then used for irrigation through a center pivot sprinkler. The application in Case No. 01CW06 sought to change the manner of irrigation from direct application to the land through the center pivot sprinkler to recharge of the aquifer and then withdrawal of the recharged water through wells supplying the center pivot sprinkler. The decree permits the applicants to use the 200 shares in the San Luis Valley Canal for direct irrigation and as a source of augmentation for up to 4 wells. WDID Nos. 2014013, 2014014, 2014016 are currently located on the NE¼ of Section 35. The decree authorizes the applicants to recharge the unconfined aquifer and, pursuant to a formula in the decree, to withdraw a portion of the groundwater so recharged through wells for continued irrigation of the NE¼ of Section 35 by center pivot sprinkler.

Because these wells are limited to the pumping of recharge, they create no net depletions from their operations that must be replaced under the Amended Plan. Therefore, they are not considered Subdistrict #1 Wells, and the land irrigated by the wells is treated as Non-Benefitted Subdistrict #1 Lands and assessed no Subdistrict #1 fees. However, the land and wells are part of a larger Farm Unit, and it is necessary to continue to account for the wells and surface water in the Amended Plan in order to properly calculate the Farm Unit's surface water credit and Variable Fees.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=361006&page=1>

Case No. W-3847, Application of Gary Seger

This case involves an application and decree for Conditional Alternate Points of Diversion and a Plan for Augmentation. The proposed wells in the decree were completed and are being used pursuant to this decree. This operation is not what is commonly described as a Plan for Augmentation but the court has decreed it as such, so it is included.

The two alternate points of diversion (APD) wells are WDID 2005398, Permit # 25360-F, Well number 1A, W-3847 which irrigates the SW¼ S13, T40N, R06E, N.M.P.M. and WDID 2005399, Permit # 25361-F, Well number 2-A, W-3847 which irrigates the NE¼ S13, T40N, R06E, N.M.P.M. both in Rio Grande County, Colorado. These two wells are alternate points to WDID 2005933, Permit # 6885RR, Well Number 1, W-1231, WDID 2005931, Permit # 16941-F, Well Number 1 and WDID 2005932, Permit # 16940-F, Well Number 2 both of W-3325

which also irrigated the SE¼ S13, T40N, R06E, N.M.P.M. and the SW¼ S18, T40N, R07E, N.M.P.M.

All five wells have a combined pumping limitation of 4,480 gpm. The yield of the two wells subject to this decree is to be no more than a maximum of 895 gpm each. Mr. Seger has 45 shares of Rio Grande Canal water and 40 shares of Santa Maria Reservoir Company water to serve the four quarters that are associated with this overall plan. As a condition of the decree in this case, half of the water associated with these shares must be recharged in pits on the quarters in order for this plan to operate according to the decree. The court calculated that the water attributable to half of the total shares would be recharged and thence used for irrigation by means of well pumping. It also required that none of the shares attributable to the subject plan could be used for flood irrigation purposes.

<https://dnrweblink.state.co.us/dwr/DocView.aspx?id=555628&page=1>

11.0 HYDRAULIC DIVIDE

The hydraulic divide (Divide) is a shallow groundwater divide, that when present, separates the closed basin in the San Luis Valley from the remainder of the Rio Grande Basin. The divide has been historically mapped generally paralleling and lying northerly of the Rio Grande $\pm\frac{1}{2}$ to ± 2 miles through the reach from near Del Norte to Alamosa. The Divide extends northwest of Del Norte to the Continental Divide and from Alamosa northeast to the basin divide along the Sangre de Cristo Mountains. Recent water level measurements in wells along the north side of the Rio Grande indicate that the Divide has retreated south to the Rio Grande or very near the river. A goal of the Plan of Water Management is to recover and re-establish the Divide northerly of the river which is likely to reduce depletions to the Rio Grande from well pumping within Subdistrict #1.

Appendix C contains maps showing the results of groundwater measurements collected during spring 2018. These maps include interpreted groundwater elevation contours and vectors showing direction of groundwater flow. If a well-defined Divide lying northerly of the Rio Grande exists, groundwater flow vectors would indicate a groundwater flow from the Divide along the southerly side toward the river and on the northerly side toward the Closed Basin. The groundwater flow vectors do not provide evidence of a well-defined Divide with the possible exception of an area between Monte Vista and Alamosa where there is some evidence for a few miles. The interpreted location of the Divide is shown on the maps prepared from the 2018 groundwater measurements. The approximate Divide location in the area between Del Norte and the 7-Mile Plaza is uncertain due to the perched river condition, so it is shown as a dotted line on the maps included in Appendix C.

Appendix B Description of Court Approved Augmentation Plans

The Plan of Augmentation decreed in 82CW0017 known as the SRS Augmentation Plan will not be in operation during 2021. The wells associated with the Plan of Augmentation are 2008188, 2008189, 2008190, 2008191 and 2008192. On December 3, 2018 the Board of Managers of Subdistrict No.1 approved the Participation Contract of the SRS Augmentation plan to operate as Subdistrict wells. All the wells associated with the 82CW0017 decree will operate as Subdistrict No. 1 Wells as part of the 2021 ARP. Subdistrict No. 1 will remedy injurious stream depletions caused by all the groundwater withdrawals from these wells and meet requirements for aquifer sustainability in compliance with the rules and regulations for Water Division No. 3 promulgated by the Colorado State Engineer and the Plan Of Water Management.

APPENDIX C

RIO GRANDE COMPACT
April 8, 2021 Analysis (NRCS 50% exceedence)
Closed Basin Project Split: 60/40

RIO GRANDE BASIN

NRCS 4-6-2021 Forecast of
 April - September Index
 Flows = 365,000

J-M & O-D volume 70,000

Obligation = 107,800

Index Supply

January	8,300 *
February	8,500 *
March	13,200 *
April - September	365,000 forecast
October	18,000 estimate
November - December	22,000 estimate
Total	435,000

Deliveries

Delivery Obligation

Req Deliv 42,200 11.0%
 Total Index 383,000

January	9,600 *
February	11,000 *
March	14,600 *
April - October	42,200 needed
Nov - Dec native	24,000 estimate
Total	101,400

Adjustments to the Delivery	Net Carryover Credit in E.B. Paper Credit	- 5,000 estimate
	SC Norton Drain Flow	(2,000) estimate
	Remaining CBP Share	3,400 estimate

Delivery Credit 107,800

Expected Dec. 31, 2020 Compact Delivery Status 0

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 60% of the Closed Basin Project flows are creditable to the Rio Grande (Projected delivery of creditable CBP production to the Rio Grande is 8,500 acre-feet)
- Assumes no recharge diversions after November 1, 2021
- Trinchera Creek flow to the Rio Grande will increase delivery

RIO GRANDE COMPACT
April 8, 2021 Analysis (NRCS 50% exceedence)
Closed Basin Project Split: 60/40

CONEJOS RIVER BASIN

NRCS 4-6-2021 Forecast of

April - September Index

Flows = 207,500

Conejos = 153,000

Los Pinos = 48,000

San Ant. = 6,500

J-M & O-D volume 22,500

Obligation = 63,000

Index Supply

January	2,100	*
February	2,600	*
March	4,400	*
April - September	207,500	forecast
October	5,000	estimate
November - December	8,400	estimate
Total	230,000	

Deliveries

Delivery Obligation

Required Delivery 31,600 14.9%
 Native Index 212,500

January	3,200	*
February	3,800	*
March	6,200	*
April - October	31,600	needed
Nov - Dec native	8,000	estimate
Total	52,800	

Adjustments to the Delivery	Net Carryover Credit in E.B.	1,000	estimate
	Paper Credit	5,000	
	SC Norton Drain Flow	2,000	estimate
	Remaining CBP Share	2,200	estimate

Delivery Credit 63,000

Expected Dec. 31, 2020 Compact Delivery Status 0

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 40% of the Closed Basin Project flows are creditable to the Conejos (Projected delivery of creditable CBP production to the Rio Grande is 8,500 acre-feet)

USDA NRCS National Water & Climate Center

* - DATA CURRENT AS OF: April 05, 2021 12:15:50 PM

- Based on April 01, 2021 forecast values

Northwestern Rio Grande in Colorado

Forecast Point	50% period	% of (KAF)	max avg	30% (KAF)	70% (KAF)	min (KAF)	30-yr (KAF)	avg
Rio Grande at Thirty Mile Bridge (2)	APR-JUL	78	69	109	90	67	52	113
	APR-SEP	87	67	127	102	73	54	129
Rio Grande at Wagon Wheel Gap (2)	APR-SEP	240	71	350	280	200	150	340
SF Rio Grande at South Fork (2)	APR-SEP	93	73	124	105	82	66	127
Rio Grande nr Del Norte (2)	APR-SEP	365	71	520	425	310	240	515
Saguache Ck nr Saguache (2)	APR-SEP	25	78	41	31	19.8	13.2	32
Alamosa Ck ab Terrace Reservoir	APR-SEP	51	75	70	58	44	35	68
La Jara Ck nr Capulin	MAR-JUL	6.5	73	10.6	8.0	5.2	3.5	8.9
	APR-JUL	5.7	70	9.8	7.2	4.4	2.7	8.2
Platoro Reservoir Inflow (2)	APR-JUL	47	84	60	52	42	36	56
	APR-SEP	50	81	65	56	44	37	62
Conejos R nr Mogote (2)	APR-SEP	153	79	205	173	134	109	194
San Antonio R at Ortiz	APR-SEP	6.5	42	10.5	8.0	5.2	3.5	15.6
Los Pinos R nr Ortiz	APR-SEP	48	66	65	55	42	34	73
Rio Grande nr Lobatos Obs	APR-JUL	79	40	144	103	59	34	200

Northeastern Rio Grande in Colorado

Forecast Point	50% period	% of (KAF)	max avg	30% (KAF)	70% (KAF)	min (KAF)	30-yr (KAF)	avg
Ute Ck nr Fort Garland	APR-SEP	13.0	102	19.7	15.5	10.7	7.7	12.8
Sangre de Cristo Ck (2)	APR-SEP	15.8	97	27	19.9	12.2	7.7	16.3
Trinchera Ck ab Turners Ranch	APR-SEP	12.4	98	16.2	13.9	10.9	9.0	12.6
Culebra Ck at San Luis (2)	APR-SEP	22	96	33	26	17.7	12.7	23
Costilla Reservoir Inflow (2)	MAR-JUL	12.6	114	18.8	15.0	10.5	7.8	11.1
	APR-JUL	12.0	117	18.2	14.4	9.9	7.2	10.3
Costilla Ck nr Costilla (2)	APR-JUL	28	117	45	35	23	15.3	24

Middle Sangre Mtns in New Mexico

Forecast Point	50% period	% of (KAF)	max avg	30% (KAF)	70% (KAF)	min (KAF)	30-yr (KAF)	avg
Red R bl Fish Hatchery nr Questa	MAR-JUL	29	85	42	34	25	19.1	34
	APR-JUL	27	87	40	32	23	16.8	31
Rio Hondo nr Valdez	MAR-JUL	16.3	89	23	18.7	14.1	11.1	18.4
	APR-JUL	15.5	89	22	17.9	13.3	10.3	17.4
Rio Lucero nr Arroyo Seco	MAR-JUL	8.8	81	12.9	10.4	7.4	5.5	10.9
	APR-JUL	8.5	83	12.6	10.1	7.1	5.2	10.3
Rio Pueblo de Taos nr Taos	MAR-JUL	12.2	72	19.3	14.9	9.8	6.8	17.0
	APR-JUL	11.5	72	18.6	14.2	9.1	6.1	15.9
Rio Pueblo de Taos bl Los Cordovas	APR-JUL	20	61	38	27	14.4	7.8	33

Embudo Ck at Dixon	MAR-JUL	20	42	42	28	14.0	6.9	48
	APR-JUL	19.0	43	41	27	12.6	5.5	44
Santa Cruz R at Cundiyo	MAR-JUL	8.2	45	15.1	10.7	6.1	3.5	18.3
	APR-JUL	7.7	46	14.6	10.2	5.6	3.0	16.7
Nambe Falls Reservoir Inflow (2)	MAR-JUL	2.8	43	5.0	3.6	2.1	1.30	6.5
	APR-JUL	2.6	43	4.8	3.4	1.90	1.08	6.1
Tesuque Ck ab diversions	MAR-JUL	0.49	37	1.15	0.72	0.31	0.120	1.34
	APR-JUL	0.45	38	1.11	0.68	0.27	0.080	1.19
Santa Fe R nr Santa Fe (2)	MAR-JUL	1.24	29	2.5	1.69	0.87	0.45	4.3
	APR-JUL	1.18	31	2.4	1.63	0.81	0.39	3.8

El Vado, Jemez

Forecast Point	50% period	% of (KAF)	max avg	30% (KAF)	70% (KAF)	min (KAF)	30-yr (KAF)	avg
El Vado Reservoir Inflow (2)	MAR-JUL	116	52	171	137	97	72	225
	APR-JUL	109	53	164	130	90	65	205
Jemez R nr Jemez	MAR-JUL	11.2	27	18.7	14.0	8.8	5.9	42
	APR-JUL	9.0	26	16.5	11.8	6.6	3.7	35
Jemez R bl Jemez Canyon Dam	MAR-JUL	6.2	18	14.1	9.0	4.0	1.80	34
	APR-JUL	5.4	19	13.3	8.2	3.2	0.99	29

Mainstem Routings

Forecast Point	50% period	% of (KAF)	max avg	30% (KAF)	70% (KAF)	min (KAF)	30-yr (KAF)	avg
Rio Grande at Otowi Bridge (2)	MAR-JUL	415	58	620	490	345	255	720
	APR-JUL	370	58	575	445	300	210	635
Rio Grande at San Marcial (2)	MAR-JUL	205	40	420	290	117	-10.8	510
	APR-JUL	168	38	385	255	81	-47	440

Pecos

Forecast Point	50% period	% of (KAF)	max avg	30% (KAF)	70% (KAF)	min (KAF)	30-yr (KAF)	avg
Pecos R nr Pecos	MAR-JUL	24	42	46	32	17.7	9.8	57
	APR-JUL	23	43	45	31	16.2	8.3	53
Pecos R nr Anton Chico	MAR-JUL	17.9	28	51	30	9.4	2.1	63
	APR-JUL	17.2	30	50	29	8.7	1.42	57
Gallinas Ck nr Montezuma	MAR-JUL	3.2	33	8.8	5.1	1.79	0.52	9.8
	APR-JUL	3.0	35	8.6	4.9	1.56	0.29	8.6
Pecos R ab Santa Rosa Lk	MAR-JUL	16.3	29	46	26	8.6	1.78	56
	APR-JUL	16.2	31	46	26	8.5	1.63	52

Ruidoso and Mimbres

Forecast Point	50% period	% of (KAF)	max avg	30% (KAF)	70% (KAF)	min (KAF)	30-yr (KAF)	avg
Rio Ruidoso at Hollywood	MAR-JUN	1.42	21	3.3	2.1	0.91	0.41	6.7
	APR-JUN	1.20	24	3.1	1.85	0.69	0.190	5.0

Mimbres R at Mimbres (3) APR-MAY 0.38 35 1.16 0.63 0.21 0.060 1.09

Max (10%), 30%, 50%, 70% and Min (90%) chance that actual volume will exceed forecast.

Averages are for the 1981-2010 period.

All volumes are in thousands of acre-feet.

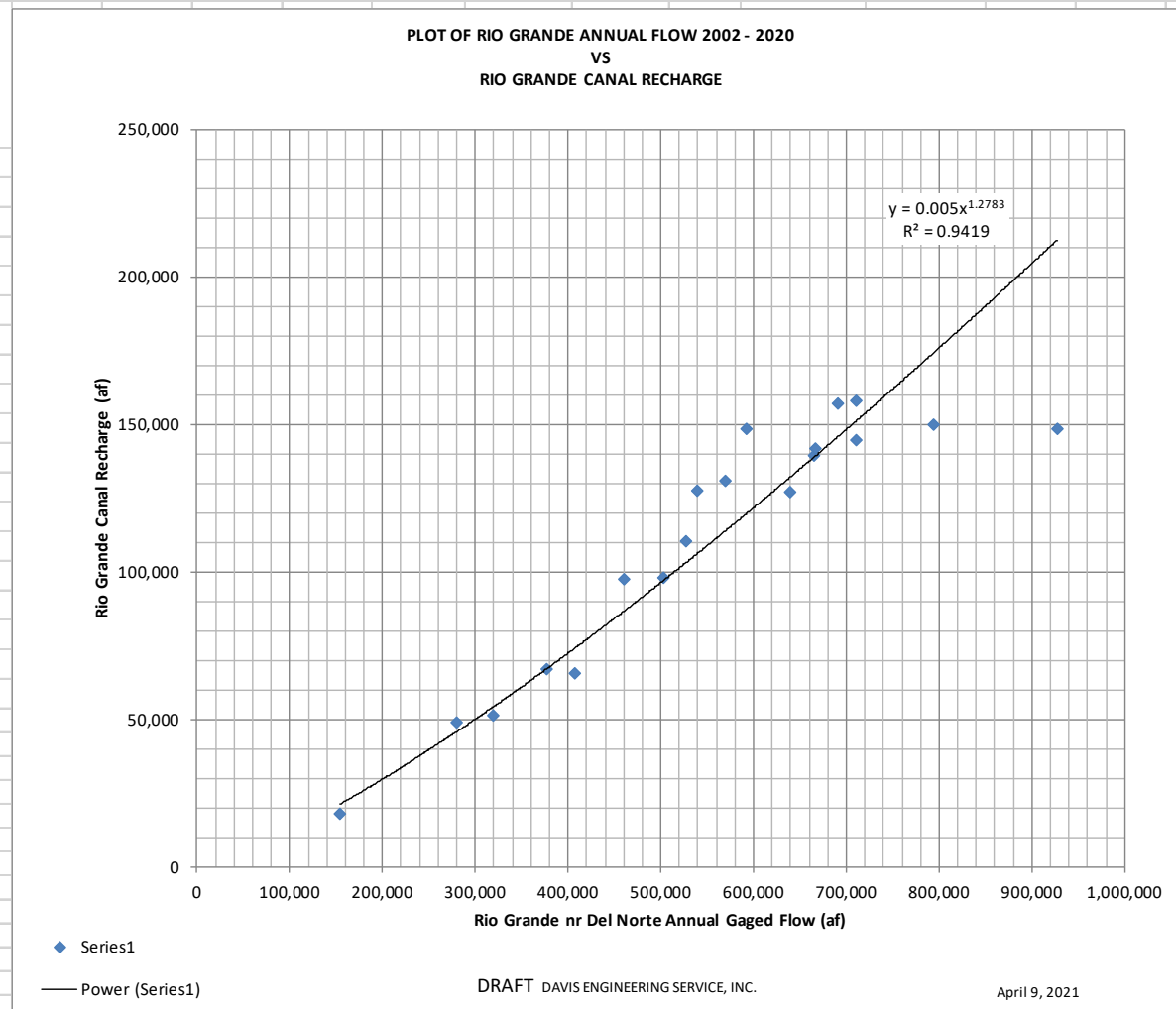
footnotes:

- 1) Max and Min are 5% and 95% chance that actual volume will exceed forecast
- 2) streamflow is adjusted for upstream storage
- 3) median value used in place of average

APPENDIX D

Projected Recharge Credits

Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Rio Grande Canal (af)
2002	154156	18152
2003	319207	51556
2004	527758	110660
2005	793751	149727
2006	570183	130720
2007	710158	157807
2008	710073	144829
2009	593074	148446
2010	539367	127687
2011	502740	98189
2012	406900	65632
2013	459700	97803
2014	638700	126863
2015	665100	139577
2016	667300	141754
2017	690300	156872
2018	280400	49100
2019	927000	148536
2020	377300	67137



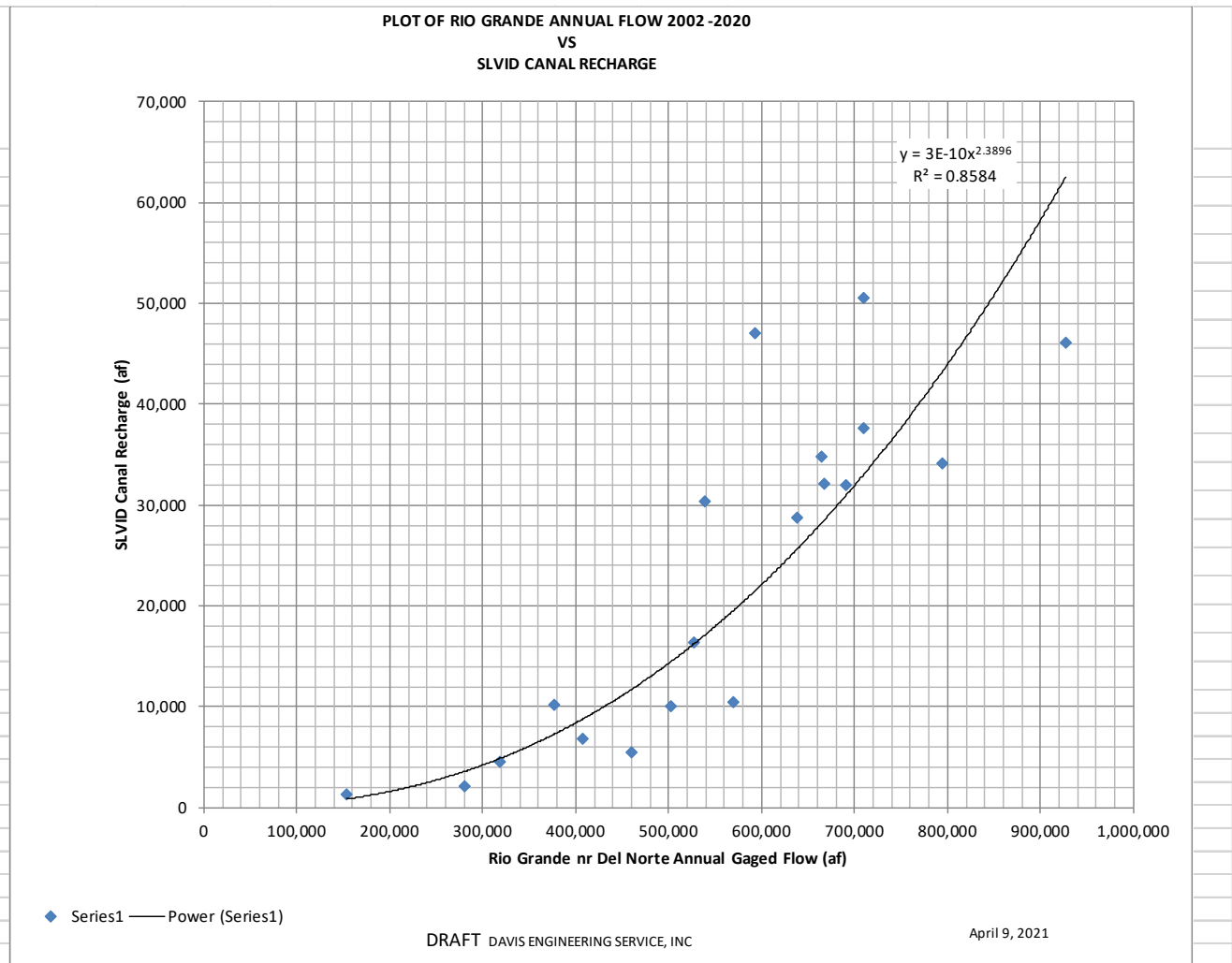
y = Rio Grande Canal Recharge

x = Rio Grande nr Del Norte Flow

x = 2020 Forecast Rio Grande Flow = 435,000 af

y = 0.005(435,000)^{1.2783} = 80,658.63 af

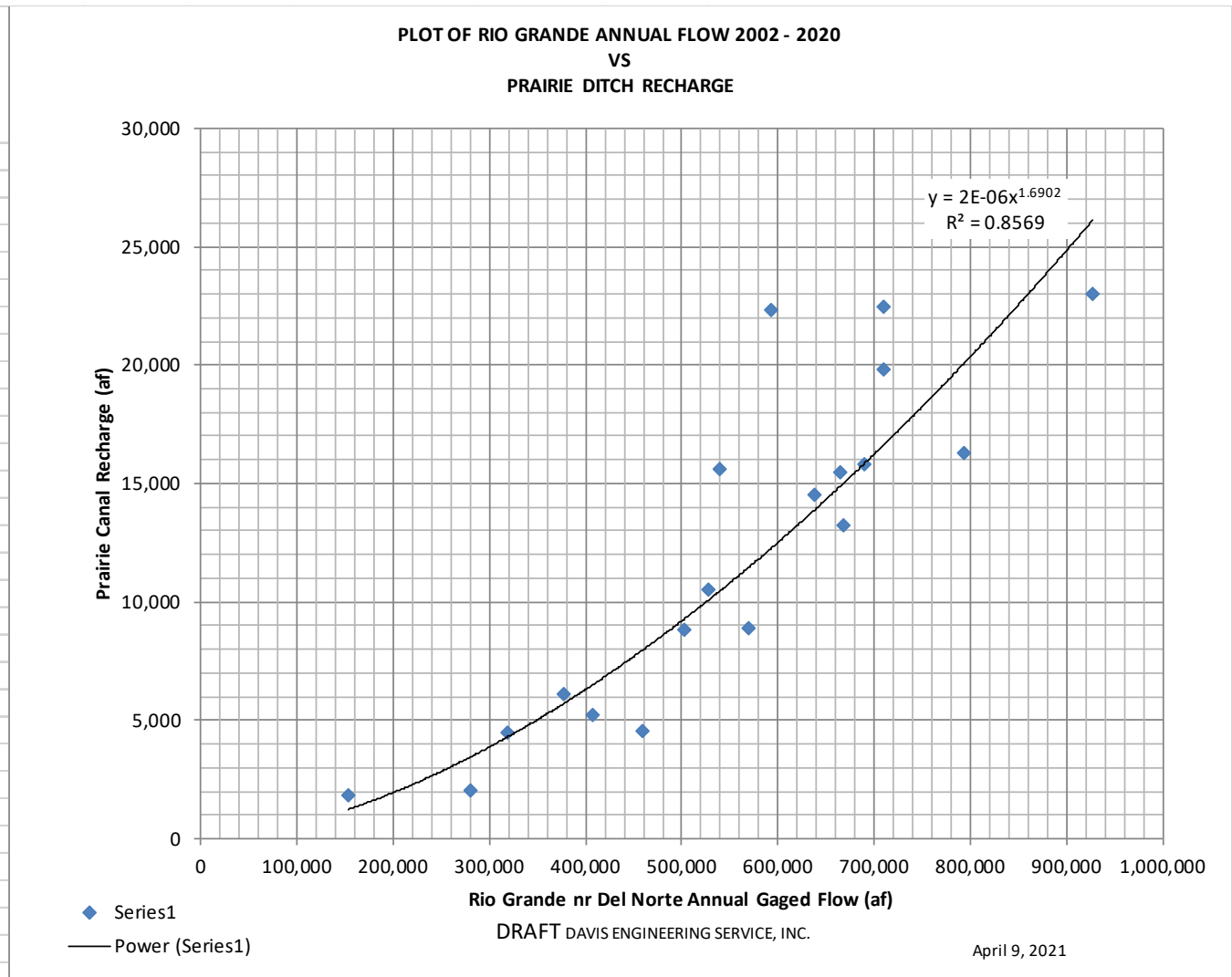
Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for SLVID Canal (af)
2002	154156	1283
2003	319207	4572
2004	527758	16361
2005	793751	34096
2006	570183	10410
2007	710158	50568
2008	710073	37626
2009	593074	47075
2010	539367	30359
2011	502740	10042
2012	406900	6810
2013	459700	5518
2014	638700	28741
2015	665100	34756
2016	667300	32177
2017	690300	31984
2018	280400	2136
2019	927000	46036
2020	377300	10230



y = SLVID Canal Recharge
x = Rio Grande nr Del Norte Flow

x = 2020 Forecast Rio Grande Flow = 435,000 af
 $y = 3E-10(435,000)^{2.3896} = 8,930.08$ af

Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Prairie Ditch (af)
2002	154156	1,806
2003	319207	4,515
2004	527758	10,505
2005	793751	16,303
2006	570183	8,910
2007	710158	22,436
2008	710073	19,804
2009	593074	22,325
2010	539367	15,635
2011	502740	8,820
2012	406900	5,262
2013	459700	4522
2014	638700	14525.5
2015	665100	15447
2016	667300	13243
2017	690300	15,789
2018	280400	2,071
2019	927000	22,971
2020	377300	6,080



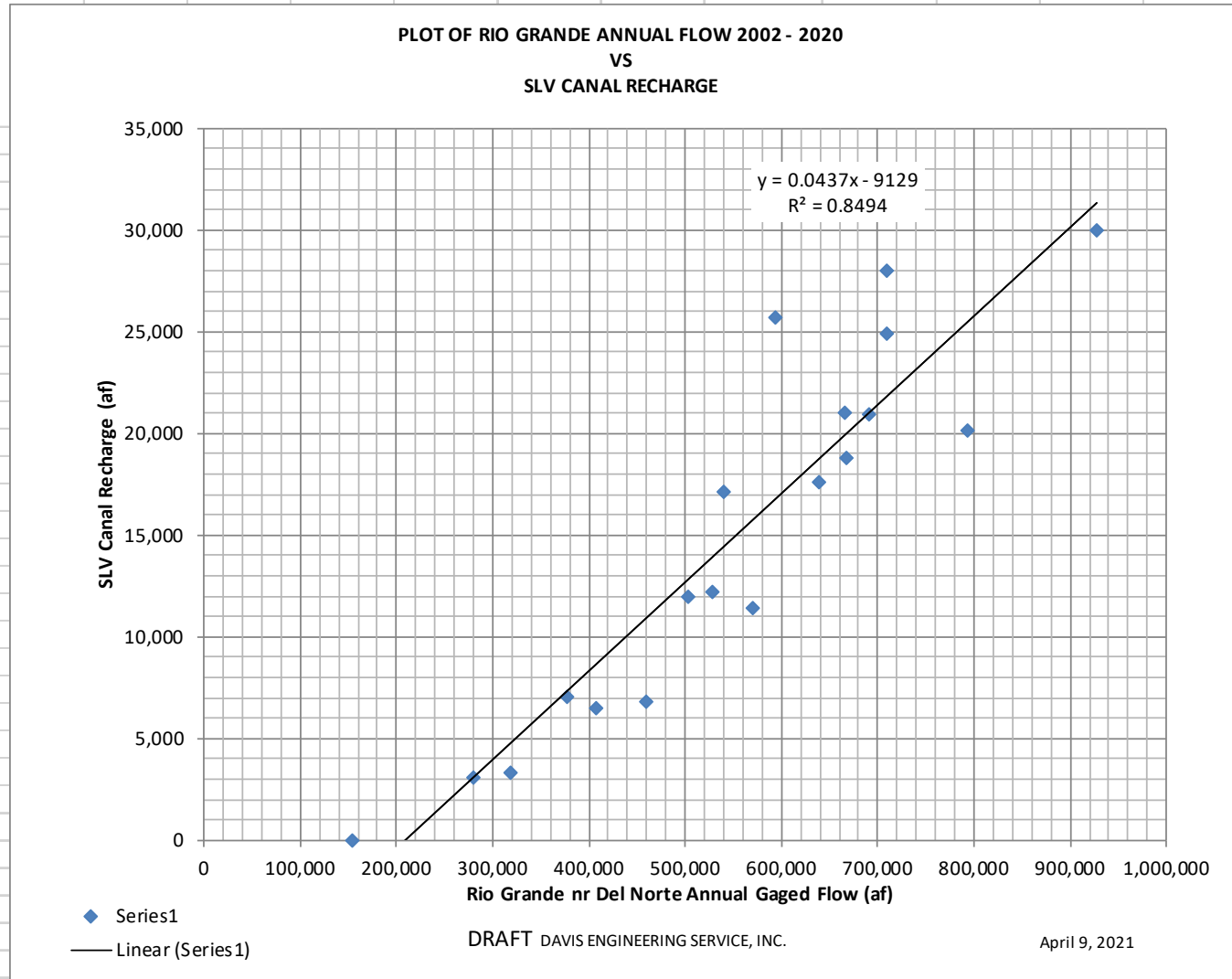
y = Prairie Ditch Recharge

x = Rio Grande nr Del Norte Flow

x = 2020 Forecast Rio Grande Flow = 435,000 af

$y = 2E-06(435,000)^{1.6902} = 6,779.61$ af

Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for SLV Canal (af)
2002	154156	0
2003	319207	3,282
2004	527758	12,229
2005	793751	20,166
2006	570183	11,430
2007	710158	27,978
2008	710073	24,917
2009	593074	25,717
2010	539367	17,141
2011	502740	11,971
2012	406900	6,487
2013	459700	6,810
2014	638700	17,567
2015	665100	21,031
2016	667300	18,779
2017	690300	20,949
2018	280400	3,107
2019	927000	30,003
2020	377300	7,022



y = SLV Canal Recharge
x = Rio Grande nr Del Norte Flow

x = 2020 Forecast Rio Grande Flow = 435,000 af
y = 0.0437 (435,000) - 9129 = 9,880.50 af

APPENDIX E

Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares
 Allocated to Fields on Subdistrict No. 1 2020 Farm Units

WDID	Structure Name	Amount	Pro-rata Units
2000546	BILLINGS D	338	shares
2000556	BUTLER IRR D	5.8	cfs priority
2000627	EXCELSIOR D	2	shares
2000631	FARMERS UNION CNL	60714.821	acres
2000699	KANE CALLAN D	24	cfs priority
2000736	MCDONALD D	7.4	shares
2000798	PRAIRIE D	6.999	D&L
2000798	PRAIRIE D	3	McD
2000798	PRAIRIE D	244.8	shares
2000812	RIO GRANDE CNL	918.4	in SpW
2000812	RIO GRANDE CNL	6601.83	shares
2000812	RIO GRANDE CNL	4665.8	SM
2000814	RIO GRANDE D 2	3	cfs priority
2000829	SAN LUIS VALLEY CNL	10848	shares
2700502	BIEDELL D NO 10	16.2	cfs priority
2700503	BIEDELL D NO 2	2.34	cfs priority
2700518	GREEN D NO 1	16.34	cfs priority
2700522	HOME D NO 1	32.45	cfs priority
2700523	JOHNNIE SMITH D NO 1	20	cfs
2700523	JOHNNIE SMITH D NO 1	21.35	cfs priority
2700533	MCLEOD D NO 3	0.65	cfs priority
2700537	MOODY AND HEAD D	6.12	cfs priority
2700538	OMNIBUS D	61.82	cfs priority
2700543	ROCKY HILL SEPG OVFL D	1	cfs priority
2700545	SHOWN D	13.08	cfs priority
2700551	WHITE D	17.9	cfs priority
2700553	WILSON D NO 4	2.08	cfs priority
2700684	LA MAGOTE D NO 2	3.64	cfs priority
2700714	MCLEOD D NO 4 & 5	3.12	cfs priority

APPENDIX F (1)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

This Lease Agreement for Use of Transmountain Water (“Lease Agreement”) is entered into this 13th day of April, 2012 (hereinafter the “Effective Date”), by and between the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Board (“CPW”) and Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) (collectively, the “Parties”).

RECITALS

- A. Subdistrict No. 1 is a political subdivision of the State of Colorado, organized and existing under Article 48 of Title 37, C.R.S., for the purpose of carrying out water planning and water management functions within the San Luis Valley.
- B. Subdistrict No. 1 seeks 1,000 acre-feet of fully consumable water in order to help satisfy the requirements of its Annual Replacement Plan for the Plan of Water Management for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010.
- C. CPW is a division of the Colorado Department of Natural Resources organized and existing under and pursuant to Articles 1, 9 and 10 of Title 33, C.R.S.
- D. CPW owns the absolute transmountain water rights decreed to the Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement (collectively the “Tabor Ditch No. 2 Water Rights”), which originate in Water Division No. 4 and are used in Water Division No. 3. The Tabor Ditch No. 2 Water Rights were originally decreed on March 30, 1960 in Case No. CA6981 in the District Court for Montrose County. Such water rights were subsequently changed through a decree entered on December 29, 1979 in Case No. 3549 in the District Court for Hinsdale County.
- E. Subject to the terms and conditions of this Lease Agreement and in exchange for monetary compensation from Subdistrict No. 1, CPW is willing to lease to Subdistrict No. 1 1,000 acre-feet of transmountain water previously stored in Rio Grande Reservoir under the Tabor Ditch No. 2 Water Rights.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introductory recitals, the mutual covenants and agreements contained herein, and the benefits exchanged, the Parties agree as follows:

- 1. **Consideration.** Subject to the terms and conditions contained in this Lease Agreement, CPW grants Subdistrict No. 1 the right to re-use or successively use 1,000 acre-feet of fully-consumable transmountain water previously diverted under the Tabor Ditch No. 2 Water Rights

and stored in Rio Grande Reservoir. In exchange for and on the Effective Date, Subdistrict No. 1 shall pay CPW \$250,000 for the 1,000 acre-feet of leased water. No further payment, monetary or otherwise, is required by either Party. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease Agreement.

2. Term of Lease Agreement. This Lease Agreement is for a term of one year commencing on May 1, 2012 and terminating on April 30, 2013. This Lease Agreement is for a single term only and not renewable.

3. Agreement to Lease 1,000 acre feet of Tabor Ditch No. 2 Water Rights. Subject to the terms and conditions in this Lease Agreement, CPW agrees to deliver 1,000 acre-feet of transmountain water that was previously diverted and stored under CPW's Tabor Ditch No. 2 Water Rights. The 1,000 acre-feet of water that is the subject of this Lease Agreement is currently stored in Rio Grande Reservoir.

A. Delivery of Tabor Ditch No. 2 Water. CPW shall deliver to Subdistrict No. 1 the 1,000 acre-feet of Tabor Ditch No. 2 Water Rights leased herein at Rio Grande Reservoir on the Effective Date.

B. Limitations on Use of Leased Water.

i. Preservation of CPW's Tabor Ditch No. 2 Water Rights. Subdistrict No. 1's use of CPW's transmountain water right is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Tabor Ditch No. 2 Water Rights to Subdistrict No. 1. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1 to use and fully consume the 1,000 acre-feet of transmountain water leased herein, CPW does not intend to abandon, and does not abandon, relinquish, or forfeit any other amount of the Tabor Ditch No. 2 Water Rights.

ii. Use, Re-Use and Successive Use of the 1,000 acre-feet of Stored Tabor Ditch No. 2 Water Rights. Subdistrict No. 1 shall use the leased water to satisfy some of the replacement obligations for Special Improvement District No. 1. Subdistrict No. 1 shall not jeopardize CPW's Tabor Ditch No. 2 Water Rights by taking any action that causes or could potentially cause a reopening of the Tabor Ditch No. 2 Water Rights Decree, including but not limited to applying for an administrative or judicial change of water right. Subdistrict No. 1 acknowledges that, prior to entering into this Lease Agreement, it included the use of the water leased herein in its applications for approval of a Substitute Water Supply Plan ("SWSP") and Annual Replacement Plan. In order to satisfy the terms and conditions of this Lease Agreement, Subdistrict No. 1 shall work cooperatively with CPW to make clear to the Division of Water Resources that Subdistrict No. 1 did not seek an administrative change of any portion of the Tabor Ditch No. 2 Water Rights but, instead, seeks the right to re-use and successively use the 1,000 acre-feet of water leased herein. The "Tabor Ditch No. 2 Water Rights Decree" means that decree entered on December 29, 1979 in Case No. 3549 in the District Court for Hinsdale County, attached hereto as **Exhibit A**. To that end, Subdistrict No. 1's use

of the 1,000 acre-feet of water leased herein shall be limited to the following: (a) any of the uses explicitly set forth in the Tabor Ditch No. 2 Water Rights Decree; and (b) any re-use or successive use. Subdistrict No. 1 be solely responsible for tracking, accounting for, and receiving any necessary administrative or judicial approvals for the use, re-use or successive use of the 1,000 acre-feet of water leased herein.

iii. Assessment of Evaporation, Seepage and Transit Losses. Beginning on the Effective Date, Subdistrict No. 1 shall bear all seepage, evaporation and transit losses on the 1,000 acre-feet of water leased herein.

4. Remedies. In the event CPW defaults in the performance of this Lease Agreement, Subdistrict No. 1's sole and exclusive remedies shall be specific performance and, if such performance is impossible, refund of any advance payments that have yet to be earned by CPW. In the event of Subdistrict No. 1's default, CPW's sole and exclusive remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of default and, if any amounts remain outstanding, use of any water not yet paid for by Subdistrict No. 1.

5. Subdistrict No. 1's Representations. This Lease Agreement has been duly authorized and executed by Subdistrict No. 1, is the legal, valid and binding obligation of Subdistrict No. 1, and is enforceable against Subdistrict No. 1 according to its terms. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 1.

6. Notices and Representatives. Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

CPW:

Rick Basagoitia, Area Wildlife Manager
CPW
Monte Vista Office
0722 South Rd 1 East
Monte Vista, CO 81144
Rick.Bassagoitia@state.co.us

SUBDISTRICT NO. 1:

Steve Vandiver, District Manager
SUBDISTRICT NO. 1
10900 East Hwy. 160
Alamosa, CO 81101
(719) 589-6301
steve@rgwcd.org

7. General Provisions.

- A. **Assignment.** Subdistrict No. 1 shall not assign, transfer or sub-lease its rights or obligations under this Lease Agreement without the advanced written consent of the CPW.
- B. **Binding Agreement.** This Lease Agreement binds and benefits the Parties and their respective successors and assigns.
- C. **Binding Arbitration Prohibited.** CPW does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the Lease Agreement or incorporated herein by reference shall be null and void.
- D. **Captions.** The captions and headings in the Lease Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- E. **Compliance with Applicable Laws.** At all times during the performance of this Lease Agreement, Subdistrict No. 1 shall adhere to all applicable Federal and state laws, rules, and regulations then in effect. In addition:
 - i. The signatories affirm that they are familiar with 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences) and 18-8-401, et seq., C.R.S. (Abuse of Public Office), and that no violation of such provisions has occurred in connection with the negotiation and signing of this Agreement; and
 - ii. The signatories affirm that to the best of their knowledge, no State employee, who is not a stockholder in the Subdistrict No. 1, has any personal or beneficial interest whatsoever in the service or property described herein. To the extent that state employees may be stockholders in the Subdistrict No. 1, those state employees have not and do not receive any benefit from this Agreement different in kind than that received by any other stockholder in the Subdistrict No. 1.
- F. **Counterparts.** This Lease Agreement may be executed in counterparts, each of which (or combination of which), when signed by both Parties shall be deemed an original, but both together shall constitute one agreement.
- G. **CORA Disclosure.** To the extent not prohibited by federal law, this Lease Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are

subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

- H. **Entire Understanding.** This Lease Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
- I. **Governing Law and Venue.** This Lease Agreement shall be governed and enforced in accordance with the laws, and rules and regulations issued pursuant thereto, of the State of Colorado. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for any action regarding this Lease Agreement shall be in the District Court for Rio Grande County, Colorado or Water Court as appropriate.
- J. **Governmental Immunity.** No term or condition of this Lease Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.
- K. **Legal Counsel.** Each Party to this Lease Agreement has engaged legal counsel to negotiate, draft and/or review this Lease Agreement. Therefore, in the construction and interpretation of this Lease Agreement, the Parties acknowledge and agree that it shall not be construed against any Party on the basis of authorship.
- L. **Litigation Reporting.** Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Lease Agreement or which may affect Subdistrict No. 1's ability to comply with the terms and conditions of this Lease Agreement, Subdistrict No. 1 shall notify CPW of such action and deliver copies of such pleadings to CPWs' principal representative as identified herein.
- M. **Modification.**
 - i. **By the Parties.** Except as specifically provided in the Lease Agreement, modifications hereof shall not be effective unless agreed to by the Parties in a written amendment hereto.
 - ii. **By Operation of Law.** This Lease Agreement is subject to such modifications as may be required by changes in Federal or Colorado State Law, or their implementing

regulations. Any such required modification shall be automatically incorporated as part of the Lease Agreement on the effective date of such change, as if fully set forth herein.

- N. Order of Precedence.** The provisions of the Lease Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between the Lease Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
- i. The provisions of the main body of this Lease Agreement.
 - ii. Exhibits.
- O. Prior Agreements.** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to Subdistrict No. 1's use of CPW's transmountain water supplies.
- P. Recording.** This Lease Agreement may be recorded by either Party, and may be disclosed and utilized in any Water Court or administrative proceeding related to Subdistrict No. 1's Plan for Water Management, SWSPs and related matters.
- Q. Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Lease Agreement. Any person and/or entity, other than the Parties, receiving services or benefits under this Lease Agreement shall be deemed an incidental beneficiary only.
- R. Waiver.** A waiver of a breach of any provision of this Lease Agreement shall not waive any subsequent breach of the same or different provision of this Lease Agreement. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease Agreement. Any express waiver of a term of this Lease Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement effective as of the Effective Date.

COLORADO DIVISION OF PARKS and WILDLIFE and the PARKS and WILDLIFE COMMISSION,

By: Thomas J. Spezze
Tom Spezze, Regional Manager

Date: April 13, 2012

SPECIAL IMPROVEMENT DISTRICT NO. 1 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve E. Vandiver
Steve Vandiver, General Manager

Date: April 13, 2012

APPENDIX F (2)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

This Lease Agreement for Use of Transmountain Water (“Lease Agreement”) is entered into this 8th day of April, 2013 (hereinafter the “Effective Date”), by and between the Rio Grande Water Conservation District, for the use and benefit of its Special Improvement District No.1, (collectively “RGWCD”) and Patty Cook and Evelyn Underwood (Lessors) (collectively, the “Parties”).

RECITALS

- A. Subdistrict No. 1 is a political subdivision of the State of Colorado, organized and existing under Article 48 of Title 37, C.R.S., for the purpose of carrying out water planning and water management functions within the San Luis Valley.
- B. Subdistrict No. 1 seeks fully consumable water in order to help satisfy the requirements of its Annual Replacement Plan for the Plan of Water Management for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010.
- C. Lessors own the absolute transmountain water rights decreed to the Treasure Pass Diversion Ditch and all feeder laterals, Administrative No. 28645.26510, priority No. 284, which originates in Water Division No. 7 and is used in Water Division No. 3. The Treasure Pass Ditch Water Rights were originally decreed on April 19, 1962 in Case No. CA0308 in the District Court for Hinsdale County for the irrigation of lands in the San Luis Valley, Colorado.
- D. Subject to the terms and conditions of this Lease Agreement and in exchange for monetary compensation and other consideration from Subdistrict No. 1, Water Activity Enterprise, Lessors are willing to lease to the RGWCD the entire amount of water produced under Lessors’ interest in the Treasure Pass ditch for the remainder of calendar year 2013.
- E. Lessors confirm they have the right to control the entirety of the Treasure Pass ditch water rights and have full authority to enter into this Lease Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introductory recitals, the mutual covenants and agreements contained herein, and the benefits exchanged, the Parties agree as follows:

1. **Consideration.** Subject to the terms and conditions contained in this Lease Agreement, Lessors grant the RGWCD the right to re-use or successively use the fully-consumable transmountain water diverted under the Treasure Pass Water Rights for direct well depletion

replacement or exchange to Rio Grande Reservoir for the remainder of calendar year 2013. As consideration for this Lease Agreement, the RGWCD, through Subdistrict No. 1 Water Activity Enterprise shall pay to Lessor \$225.00 per acre foot of the Treasure Pass Water Rights diverted from Water Division No. 7 into Water Division No. 3. As additional consideration, the RGWCD will perform general routine maintenance on the Treasure Pass ditch, including routine cleaning of the ditch, removing obstructions and maintaining the gage on the ditch so as to allow continued diversion of the Treasure Pass water through the ditch. However, said routine maintenance does not include repairs to the ditch or any other actions in excess of routine maintenance. RGWCD will not be responsible for repair or other actions if the ditch fails nor shall RGWCD be responsible for any liability due to ditch failure. Lessors retain all responsibilities and liabilities unless expressly assumed by the RGWCD in this Lease Agreement. No further payment, monetary or otherwise, is required by either Party. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease Agreement.

2. **Term of Lease Agreement.** This Lease Agreement is from the effective date above, terminating December 31, 2013. This Lease Agreement is for a single term only and not renewable without a subsequent written lease agreement.

3. **Determination of Water Available to RGWCD.** The total quantity of water made available to the RGWCD for its use under this Lease Agreement will be determined by the records of the Colorado Division of Water Resources and/or the records of the Water Commissioner for Water Division No. 20. Such final records are presumed to be accurate and a Party contesting such records must show by clear and convincing evidence that such records are in error and what the correct amount should be.

4. **Payment.** The RGWCD will pay to Lessor the amounts owed for water delivered in a calendar month by the 25th day of the succeeding month. Such monthly payments will be based on the amount of water recorded in the preliminary Water Commissioner Records. The RGWCD will pay to Lessors the amounts due for any partial acre-foot delivered as a percentage of the \$225.00 per-acre foot price. By January 31, 2014, the Parties will settle any further amounts owed by the RGWCD to Lessors or to be refunded by Lessors to the RGWCD based on the final Water Commissioner records for the water year. If the final Water Commissioner records show more water was delivered than previously paid for, the RGWCD will pay the difference to Lessors. If the final Water Commissioner records for the water year show less water was delivered than previously paid for, Lessors shall pay the difference to the RGWCD.

5. **Carry-over Storage.** The RGWCD will continue to own and control any amounts of water purchased under this lease until such water is fully consumed. The RGWCD has the right to carry-over any quantities of water not released from storage and used during calendar year 2013 into subsequent years without limitation.

6. **Storage Charges.** The RGWCD is responsible for any storage charges for the water exchanged into Rio Grande Reservoir under this lease and will make such payments directly so Lessors are not charged or billed for such charges.

7. **Cooperation.** Lessors shall cooperate with the RGWCD and provide any information or records necessary to allow the Division of Water Resources to recognize and administer the terms of this Lease Agreement.

8. **Remedies.** In the event that either Party believes that the other is in default of any obligation under this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. If a notice of default is provided, the Party accused of the default shall either cure it or provide a written statement explaining why it is not in default. If the alleged default is not cured or otherwise resolved within fifteen (15) days, the Parties may resort to their remedies, including such remedies listed elsewhere in this Agreement. In the event Lessors default in the performance of this Lease Agreement, the RGWCD's sole and exclusive remedies shall be specific performance. In the event of the RGWCD's default, Lessors' sole and exclusive remedies shall be to retain all payments made by the RGWCD prior to the date of default and, if any amounts remain outstanding, use of any water not yet paid for by the RGWCD.

9. **RGWCD's Representations.** This Lease Agreement has been duly authorized and executed by the RGWCD and/or Subdistrict No. 1 and/or the Subdistrict No. 1 Water Activity Enterprise, is the legal, valid and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD.

10. **Notices and Representatives.** Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

Lessor:

Patricia Coody
6550 ad st
Del Norte, CO 81132
719-6587-2844

RGWCD:

Steve Vandiver, District Manager
Rio Grande Water Conservation District
10900 E. US Hwy. 160
Alamosa, CO 81101
(719) 589-6301
steve@rgwcd.org

5. General Provisions.

- A. **Assignment.** RGWCD shall not assign, transfer or sub-lease its rights or obligations under this Lease Agreement without the advanced written consent of Lessor.
- B. **Binding Agreement.** This Lease Agreement binds and benefits the Parties and their respective successors and assigns.
- C. **Binding Arbitration Prohibited.** RGWCD does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the Lease Agreement or incorporated herein by reference shall be null and void.
- D. **Captions.** The captions and headings in the Lease Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- E. **Counterparts.** This Lease Agreement may be executed in counterparts, each of which (or combination of which), when signed by both Parties shall be deemed an original, but both together shall constitute one agreement.
- F. **CORA Disclosure.** To the extent not prohibited by federal law, this Lease Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
- G. **Entire Understanding.** This Lease Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
- H. **Governing Law and Venue.** This Lease Agreement shall be governed and enforced in accordance with the laws, and rules and regulations issued pursuant thereto, of the State of Colorado. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for any action regarding this Lease Agreement shall be in the District Court for Alamosa County, Colorado or Water Court as appropriate.

- I. **Governmental Immunity.** No term or condition of this Lease Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S. or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- J. **Legal Counsel.** Each Party to this Lease Agreement has engaged legal counsel to negotiate, draft and/or review this Lease Agreement. Therefore, in the construction and interpretation of this Lease Agreement, the Parties acknowledge and agree that it shall not be construed against any Party on the basis of authorship.
- K. **Litigation Reporting.** Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Lease Agreement or which may affect a Party's ability to comply with the terms and conditions of this Lease Agreement, such Party shall notify the other Party of such action and deliver copies of such pleadings to that Party's principal representative as identified herein.
- L. **Modification.**
- i. **By the Parties.** Except as specifically provided in the Lease Agreement, modifications hereof shall not be effective unless agreed to by the Parties in a written amendment hereto.
 - ii. **By Operation of Law.** This Lease Agreement is subject to such modifications as may be required by changes in Federal or Colorado State Law, or their implementing regulations. Any such required modification shall be automatically incorporated as part of the Lease Agreement on the effective date of such change, as if fully set forth herein.
- M. **Order of Precedence.** The provisions of the Lease Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between the Lease Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
- i. The provisions of the main body of this Lease Agreement.
 - ii. Exhibits, if any.
- N. **Prior Agreements.** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to the use of Lessor's transmountain water supplies.
- O. **Recording.** This Lease Agreement may be recorded by either Party, and may be disclosed and utilized in any Water Court or administrative proceeding related to Subdistrict No. 1's Plan for Water Management, Substitute Water Supply Plans and related matters.

P. **Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Lease Agreement. Any person and/or entity, other than the Parties, receiving services or benefits under this Lease Agreement shall be deemed an incidental beneficiary only.

Q. **Time is of the essence.**

R. **Waiver.** A waiver of a breach of any provision of this Lease Agreement shall not waive any subsequent breach of the same or different provision of this Lease Agreement. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease Agreement. Any express waiver of a term of this Lease Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.

S. **The recitals provided herein are incorporated and made a part of this Lease Agreement.**

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement effective as of the Effective Date.

Lessor: PATTY COOK AND EVELYN UNDERWOOD

By: Patricia Cook aka Patty Cook

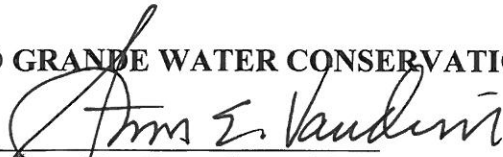
Date: 4-8-13

By: [Signature]

Date: 4/10/13

in this contract is subject to the addendum

RIO GRANDE WATER CONSERVATION DISTRICT

By: 
Steve Vandiver, General Manager

Date: 4/4/13

ADDENDUM TO LEASE AGREEMENT

This addendum is made a part of the lease agreement between the parties for the use of transmountain water known as Treasure Pass for 2013.

1. Lessors have not verified the Recitals A.,B., or C. of the lease agreement, however to the extent These recitals are beneficial to Lessee in establishing the identification to effect the delivery of water for the purposes of this lease only, Lessors are not objecting to these recitals. There has been prior documentation of the Treasure Pass water right, which may be irrelevant for purposes of this lease.
2. Lessee will assume the management of the ditch and water right for 2013. Lessor has not inspected the ditch or reviewed the proposed use by Lessee with the Colorado Division of Water Resources. Lessor does not intend to provide maintenance or repairs on the ditch for 2013, and should the repairs or maintenance be more than the Lessee is prepared to do, then the result will be failure of water flowing to the benefit of Lessee and potential termination of the lease by Lessee due to the lack of water. Lessor is not assuming any obligation to repair or for maintenance to effect this lease, nor shall Lessee plan on requesting the same from Lessor. Lessor shall not be liable for injury or damage to Lessees employees, agents, guests, or members who manage, operate, maintain, or visit the ditch and structures; this shall be the responsibility of Lessee.
This paragraph supercedes any part of the main lease to the contrary, particularly items 1 and 8
3. With respect to paragraph 7 of the lease, Lessor will cooperate with Lessee, however should the Colorado Division of Water Resources or any Water Division require information not readily available or accessible, Lessor is not obligated to take trips to Denver or Pagosa or other location to obtain further documentation for this lease. Due to the short term of the lease and the belief of the parties that this lease can be effected for 2013 on a very short time frame, should the lease require a court order or major further action or research by either party, this is not the intention of the parties.
4. This lease agreement will not be recorded unless it is a specific requirement for Lessee to obtain water in 2013.
5. Lessor shall not be obligated to confirm or defend Lessees subsequent water use or reuse of such water. Lessor will be paid for the water as it is recorded, and Lessee will assume responsibility for its use, storage, or reuse as its sole obligation.
6. Lessee shall have the sole remedy of terminating the lease, and not specific performance. Lessor shall have the same remedy, except Lessee shall pay Lessor for water actually delivered to Lessee and not yet paid for by Lessee. This addendum paragraph 6 replaces conflicting

provisions in paragraph 8 of the lease agreement, and as may be applicable elsewhere in the lease agreement.

7. This addendum replaces and takes precedence over conflicting provisions in the original lease agreement , including but not limited to paragraph 5 M.

Lessor: PATTY COOK A/K/A PATRICIA COOK AND EVELYN UNDERWOOD

Patricia Cook ^{aka} Patty Cook Date 4-8-13

 Date 4/8/13

RIO GRANDE WATER CONSERVATION DISTRICT

By:  Date: 4/8/13

Steve Vandiver, General Manager

APPENDIX F (3)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

This Lease Agreement for Use of Transmountain Water (“Lease Agreement”) is entered into this 19th day of March, 2014 (hereinafter the “Effective Date”), by and between the Rio Grande Water Conservation District, for the use and benefit of its Special Improvement District No.1, (collectively “RGWCD”) and Patricia Cook and Evelyn Underwood (Lessors) (collectively, the “Parties”).

RECITALS

- A. Subdistrict No. 1 is a political subdivision of the State of Colorado, organized and existing under Article 48 of Title 37, C.R.S., for the purpose of carrying out water planning and water management functions within the San Luis Valley.
- B. Subdistrict No. 1 seeks fully consumable water in order to help satisfy the requirements of its Annual Replacement Plan for the Plan of Water Management for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010.
- C. Lessors own the absolute transmountain water rights decreed to the Treasure Pass Diversion Ditch and all feeder laterals, Administrative No. 28645.26510, priority No. 284, which originates in Water Division No. 7 and is used in Water Division No. 3. The Treasure Pass Ditch Water Rights were originally decreed on April 19, 1962 in Case No. CA0308 in the District Court for Hinsdale County for the irrigation of lands in the San Luis Valley, Colorado.
- D. Subject to the terms and conditions of this Lease Agreement and in exchange for monetary compensation and other consideration from Subdistrict No. 1, Water Activity Enterprise, Lessors are willing to lease to the RGWCD the entire amount of water produced under Lessors’ interest in the Treasure Pass ditch for the remainder of calendar year 2014.
- E. Lessors confirm they have the right to control the entirety of the Treasure Pass ditch water rights and have full authority to enter into this Lease Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introductory recitals, the mutual covenants and agreements contained herein, and the benefits exchanged, the Parties agree as follows:

1. **Consideration.** Subject to the terms and conditions contained in this Lease Agreement, Lessors grant the RGWCD the right to re-use or successively use the fully-consumable transmountain water diverted under the Treasure Pass Water Rights for direct well depletion

replacement or exchange to Rio Grande Reservoir for the remainder of calendar year 2014. As consideration for this Lease Agreement, the RGWCD, through Subdistrict No. 1 Water Activity Enterprise shall pay to Lessor \$225.00 per acre foot of the Treasure Pass Water Rights diverted from Water Division No. 7 into Water Division No. 3. As additional consideration, the RGWCD will perform general routine maintenance on the Treasure Pass ditch, including routine cleaning of the ditch, removing obstructions and maintaining the gage on the ditch so as to allow continued diversion of the Treasure Pass water through the ditch. However, said routine maintenance does not include repairs to the ditch or any other actions in excess of routine maintenance. RGWCD will not be responsible for repair or other actions if the ditch fails nor shall RGWCD be responsible for any liability due to ditch failure. Lessors retain all responsibilities and liabilities unless expressly assumed by the RGWCD in this Lease Agreement. Should there be a ditch failure, which hinders or prevents some or all of the water being diverted the Lessors may, but are not required, to repair the ditch. The effect will be the lessening or lack of water to RGWCD only. No further payment, monetary or otherwise, is required by either Party. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease Agreement.

2. **Term of Lease Agreement.** This Lease Agreement is from the effective date above, terminating December 31, 2014. This Lease Agreement is for a single term only and not renewable without a subsequent written lease agreement.
3. **Determination of Water Available to RGWCD.** The total quantity of water made available to the RGWCD for its use under this Lease Agreement will be determined by the records of the Colorado Division of Water Resources and/or the records of the Water Commissioner for Water Division No. 20. Such final records are presumed to be accurate and a Party contesting such records must show by clear and convincing evidence that such records are in error and what the correct amount should be.
4. **Payment.** The RGWCD will pay to Lessor the amounts owed for water delivered in a calendar month by the 25th day of the succeeding month. Such monthly payments will be based on the amount of water recorded in the preliminary Water Commissioner Records. The RGWCD will pay to Lessors the amounts due for any partial acre-foot delivered as a percentage of the \$225.00 per-acre foot price. By January 31, 2015, the Parties will settle any further amounts owed by the RGWCD to Lessors or to be refunded by Lessors to the RGWCD based on the final Water Commissioner records for the water year. If the final Water Commissioner records show more water was delivered than previously paid for, the RGWCD will pay the difference to Lessors. If the final Water Commissioner records for the water year show less water was delivered than previously paid for, Lessors shall pay the difference to the RGWCD.
5. **Carry-over Storage.** The RGWCD will continue to own and control any amounts of water purchased under this lease until such water is fully consumed. The RGWCD has the right to carry-over any quantities of water not released from storage and used during calendar year 2014 into subsequent years without limitation. Lessors are not responsible for the water or its continued usage. This is the sole responsibility of RGWCD.

6. **Storage Charges.** The RGWCD is responsible for any storage charges for the water exchanged into Rio Grande Reservoir under this lease and will make such payments directly so Lessors are not charged or billed for such charges.

7. **Cooperation.** Lessors shall cooperate with the RGWCD and provide any information or records necessary to allow the Division of Water Resources to recognize and administer the terms of this Lease Agreement. Should RGWCD become aware of any ditch problems or of repairs that would improve the ditch RGWCD will share this information with Lessors.

8. **Remedies.** In the event that either Party believes that the other is in default of any obligation under this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. If a notice of default is provided, the Party accused of the default shall either cure it or provide a written statement explaining why it is not in default. If the alleged default is not cured or otherwise resolved within fifteen (15) days, the Parties may resort to their remedies, including such remedies listed elsewhere in this Agreement. In the event Lessors default in the performance of this Lease Agreement, the RGWCD's sole and exclusive remedies shall be termination of this lease as of the date of default and the ceasing of use of the water by RGWCD. The water previously credited to RCWCD shall be paid for by RGWCD. In the event of the RGWCD's default, Lessors' sole and exclusive remedies shall be to retain all payments made by the RGWCD prior to the date of default and, if any amounts remain outstanding, use of any water not yet paid for by the RGWCD. Any water credited to RGWCD will be paid for by RGWCD or returned to Lessors.

9. **RGWCD's Representations.** This Lease Agreement has been duly authorized and executed by the RGWCD and/or Subdistrict No. 1 and/or the Subdistrict No. 1 Water Activity Enterprise, is the legal, valid and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD.

10. **Notices and Representatives.** Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

Lessor:

Patricia A. Cook
655 Oak Street
Del Norte, CO 81132
(719) 657-2844
loscook@msn.com

Evelyn M. Underwood
1260 C.R. 17
Del Norte, CO 81132
(719) 657- 2505

RGWCD:

Steve Vandiver, District Manager
Rio Grande Water Conservation District
10900 E. US Hwy. 160
Alamosa, CO 81101
(719) 589-6301
steve@rgwcd.org

5. General Provisions.

- A. **Assignment.** RGWCD shall not assign, transfer or sub-lease its rights or obligations under this Lease Agreement without the advanced written consent of Lessor.
- B. **Binding Agreement.** This Lease Agreement binds and benefits the Parties and their respective successors and assigns.
- C. **Binding Arbitration Prohibited.** RGWCD does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the Lease Agreement or incorporated herein by reference shall be null and void.
- D. **Captions.** The captions and headings in the Lease Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- E. **Counterparts.** This Lease Agreement may be executed in counterparts, each of which (or combination of which), when signed by both Parties shall be deemed an original, but both together shall constitute one agreement.
- F. **CORA Disclosure.** To the extent not prohibited by federal law, this Lease Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
- G. **Entire Understanding.** This Lease Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
- H. **Governing Law and Venue.** This Lease Agreement shall be governed and enforced in accordance with the laws, and rules and regulations issued pursuant thereto, of the

State of Colorado. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for any action regarding this Lease Agreement shall be in the District Court for Alamosa County, Colorado or Water Court as appropriate.

- I. **Governmental Immunity.** No term or condition of this Lease Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S. or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

- J. **Litigation Reporting.** Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Lease Agreement or which may affect a Party's ability to comply with the terms and conditions of this Lease Agreement, such Party shall notify the other Party of such action and deliver copies of such pleadings to that Party's principal representative as identified herein.

- K. **Modification.**
 - i. **By the Parties.** Except as specifically provided in the Lease Agreement, modifications hereof shall not be effective unless agreed to by the Parties in a written amendment hereto.

 - ii. **By Operation of Law.** This Lease Agreement is subject to such modifications as may be required by changes in Federal or Colorado State Law, or their implementing regulations. Any such required modification shall be automatically incorporated as part of the Lease Agreement on the effective date of such change, as if fully set forth herein.

- L. **Order of Precedence.** The provisions of the Lease Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between the Lease Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
 - i. The provisions of the main body of this Lease Agreement.
 - ii. Exhibits, if any.

- M. **Prior Agreements.** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to the use of Lessor's transmountain water supplies.

- N. **Recording.** This Lease Agreement may be recorded by either Party, and may be disclosed and utilized in any Water Court or administrative proceeding related to Subdistrict No. 1's Plan for Water Management, Substitute Water Supply Plans and related matters.

- O. Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Lease Agreement. Any person and/or entity, other than the Parties, receiving services or benefits under this Lease Agreement shall be deemed an incidental beneficiary only.
- P. Time is of the essence.**
- Q. Waiver.** A waiver of a breach of any provision of this Lease Agreement shall not waive any subsequent breach of the same or different provision of this Lease Agreement. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease Agreement. Any express waiver of a term of this Lease Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- R. The recitals provided herein are incorporated and made a part of this Lease Agreement.**

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement effective as of the Effective Date.

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: Patricia Cook

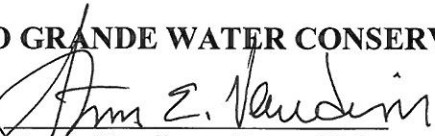
Date: 3-19-14

By: Evelyn Underwood

Date: 3-19-14

RIO GRANDE WATER CONSERVATION DISTRICT

By:



Steve Vandiver, General Manager

Date:

3/19/14

APPENDIX F (4)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

This Lease Agreement for Use of Transmountain Water ("Lease Agreement") is entered into this 18 day of March, 2015 (hereinafter the "Effective Date"), by and between the Rio Grande Water Conservation District, for the use and benefit of its Special Improvement District No.1, (collectively "RGWCD") and Patricia Cook and Evelyn Underwood (Lessors) (collectively, the "Parties").

RECITALS

- A. Subdistrict No. 1 is a political subdivision of the State of Colorado, organized and existing under Article 48 of Title 37, C.R.S., for the purpose of carrying out water planning and water management functions within the San Luis Valley.
- B. Subdistrict No. 1 seeks fully consumable water in order to help satisfy the requirements of its Annual Replacement Plan for the Plan of Water Management for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010.
- C. Lessors own the absolute transmountain water rights decreed to the Treasure Pass Diversion Ditch and all feeder laterals, Administrative No. 28645.26510, priority No. 284, which originates in Water Division No. 7 and is used in Water Division No. 3. The Treasure Pass Ditch Water Rights were originally decreed on April 19, 1962 in Case No. CA0308 in the District Court for Hinsdale County for the irrigation of lands in the San Luis Valley, Colorado.
- D. Subject to the terms and conditions of this Lease Agreement and in exchange for monetary compensation and other consideration from Subdistrict No. 1, Water Activity Enterprise, Lessors are willing to lease to the RGWCD the entire amount of water produced under Lessors' interest in the Treasure Pass Ditch for the calendar year 2015.
- E. Lessors confirm they have the right to control the entirety of the Treasure Pass Ditch water rights and have full authority to enter into this Lease Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing introductory recitals, the mutual covenants and agreements contained herein, and the benefits exchanged, the Parties agree as follows:

1. **Consideration.** Subject to the terms and conditions contained in this Lease Agreement, Lessors grant the RGWCD the right to re-use or successively use the fully-consumable transmountain water diverted under the Treasure Pass Water Rights for direct well depletion replacement or exchange to Rio Grande Reservoir for the calendar year 2015. As consideration

for this Lease Agreement, the RGWCD, through Subdistrict No. 1 Water Activity Enterprise shall pay to Lessor \$225.00 per acre foot of the Treasure Pass Water Rights diverted from Water Division No. 7 into Water Division No. 3. As additional consideration, the RGWCD will perform general routine maintenance on the Treasure Pass Ditch, including routine cleaning of the ditch, removing obstructions and maintaining the gage on the ditch so as to allow continued diversion of the Treasure Pass water through the ditch. However, said routine maintenance does not include repairs to the ditch or any other actions in excess of routine maintenance. RGWCD will not be responsible for repair or other actions if the ditch fails nor shall RGWCD be responsible for any liability due to ditch failure. Lessors retain all responsibilities and liabilities unless expressly assumed by the RGWCD in this Lease Agreement. Should there be a ditch failure, which hinders or prevents some or all of the water being diverted the Lessors may, but are not required, to repair the ditch. The effect will be the lessening or lack of water to RGWCD only. No further payment, monetary or otherwise, is required by either Party. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease Agreement.

2. **Term of Lease Agreement.** This Lease Agreement is from the effective date above, terminating December 31, 2015. This Lease Agreement is for a single term only and not renewable without a subsequent written lease agreement.

3. **Determination of Water Available to RGWCD.** The total quantity of water made available to the RGWCD for its use under this Lease Agreement will be determined by the records of the Colorado Division of Water Resources and/or the records of the Water Commissioner for Water Division No. 20. Such final records are presumed to be accurate and a Party contesting such records must show by clear and convincing evidence that such records are in error and what the correct amount should be.

4. **Payment.** The RGWCD will pay to Lessor the amounts owed for water delivered in a calendar month by the 25th day of the succeeding month. Such monthly payments will be based on the amount of water recorded in the preliminary Water Commissioner Records. The RGWCD will pay to Lessors the amounts due for any partial acre-foot delivered as a percentage of the \$225.00 per-acre foot price. By January 31, 2016, the Parties will settle any further amounts owed by the RGWCD to Lessors or to be refunded by Lessors to the RGWCD based on the final Water Commissioner records for the water year. If the final Water Commissioner records show more water was delivered than previously paid for, the RGWCD will pay the difference to Lessors. If the final Water Commissioner records for the water year show less water was delivered than previously paid for, Lessors shall pay the difference to the RGWCD.

5. **Carry-over Storage.** The RGWCD will continue to own and control any amounts of water purchased under this lease until such water is fully consumed. The RGWCD has the right to carry-over any quantities of water not released from storage and used during calendar year 2015 into subsequent years without limitation. Lessors are not responsible for the water or its continued usage. This is the sole responsibility of RGWCD.

6. **Storage Charges.** The RGWCD is responsible for any storage charges for the water exchanged into Rio Grande Reservoir under this lease and will make such payments directly so Lessors are not charged or billed for such charges.

7. **Cooperation.** Lessors shall cooperate with the RGWCD and provide any information or records necessary to allow the Division of Water Resources to recognize and administer the terms of this Lease Agreement. Should RGWCD become aware of any ditch problems or of repairs that would improve the ditch RGWCD will share this information with Lessors.

8. **Remedies.** In the event that either Party believes that the other is in default of any obligation under this Agreement, the non-defaulting Party shall give written notice of the default to the defaulting Party. If a notice of default is provided, the Party accused of the default shall either cure it or provide a written statement explaining why it is not in default. If the alleged default is not cured or otherwise resolved within fifteen (15) days, the Parties may resort to their remedies, including such remedies listed elsewhere in this Agreement. In the event Lessors default in the performance of this Lease Agreement, the RGWCD's sole and exclusive remedies shall be termination of this lease as of the date of default and the ceasing of use of the water by RGWCD. The water previously credited to RCWCD shall be paid for by RGWCD. In the event of the RGWCD's default, Lessors' sole and exclusive remedies shall be to retain all payments made by the RGWCD prior to the date of default and, if any amounts remain outstanding, use of any water not yet paid for by the RGWCD. Any water credited to RGWCD will be paid for by RGWCD or returned to Lessors.

9. **RGWCD's Representations.** This Lease Agreement has been duly authorized and executed by the RGWCD and/or Subdistrict No. 1 and/or the Subdistrict No. 1 Water Activity Enterprise, is the legal, valid and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD.

10. **Notices and Representatives.** Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

Lessor:

Patricia A. Cook
655 Oak Street
Del Norte, CO 81132
(719) 657-2844
loscook@msn.com
Evelyn M. Underwood

1260 C.R. 17
Del Norte, CO 81132
(719) 657- 2505

RGWCD:

Steve Vandiver, District Manager
Rio Grande Water Conservation District
10900 E. US Hwy. 160
Alamosa, CO 81101
(719) 589-6301
steve@rgwcd.org

5. General Provisions.

- A. **Assignment.** RGWCD shall not assign, transfer or sub-lease its rights or obligations under this Lease Agreement without the advanced written consent of Lessor.
- B. **Binding Agreement.** This Lease Agreement binds and benefits the Parties and their respective successors and assigns.
- C. **Binding Arbitration Prohibited.** RGWCD does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the Lease Agreement or incorporated herein by reference shall be null and void.
- D. **Captions.** The captions and headings in the Lease Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions.
- E. **Counterparts.** This Lease Agreement may be executed in counterparts, each of which (or combination of which), when signed by both Parties shall be deemed an original, but both together shall constitute one agreement.
- F. **CORA Disclosure.** To the extent not prohibited by federal law, this Lease Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
- G. **Entire Understanding.** This Lease Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
- H. **Governing Law and Venue.** This Lease Agreement shall be governed and enforced in accordance with the laws, and rules and regulations issued pursuant thereto, of the State of Colorado. Any provision included or incorporated herein by reference which

conflicts with said laws, rules, and regulations shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for any action regarding this Lease Agreement shall be in the District Court for Alamosa County, Colorado or Water Court as appropriate.

- I. Governmental Immunity.** No term or condition of this Lease Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S. or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- J. Litigation Reporting.** Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Lease Agreement or which may affect a Party's ability to comply with the terms and conditions of this Lease Agreement, such Party shall notify the other Party of such action and deliver copies of such pleadings to that Party's principal representative as identified herein.
- K. Modification.**
- i.** By the Parties. Except as specifically provided in the Lease Agreement, modifications hereof shall not be effective unless agreed to by the Parties in a written amendment hereto.
 - ii.** By Operation of Law. This Lease Agreement is subject to such modifications as may be required by changes in Federal or Colorado State Law, or their implementing regulations. Any such required modification shall be automatically incorporated as part of the Lease Agreement on the effective date of such change, as if fully set forth herein.
- L. Order of Precedence.** The provisions of the Lease Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between the Lease Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
- i.** The provisions of the main body of this Lease Agreement.
 - ii.** Exhibits, if any.
- M. Prior Agreements.** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to the use of Lessor's transmountain water supplies.
- N. Recording.** This Lease Agreement may be recorded by either Party, and may be disclosed and utilized in any Water Court or administrative proceeding related to Subdistrict No. 1's Plan for Water Management, Substitute Water Supply Plans and related matters.

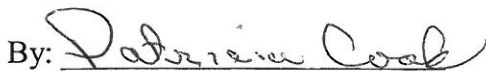
- O. **Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Lease Agreement. Any person and/or entity, other than the Parties, receiving services or benefits under this Lease Agreement shall be deemed an incidental beneficiary only.
- P. **Time is of the essence.**
- Q. **Waiver.** A waiver of a breach of any provision of this Lease Agreement shall not waive any subsequent breach of the same or different provision of this Lease Agreement. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Lease Agreement. Any express waiver of a term of this Lease Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- R. **The recitals provided herein are incorporated and made a part of this Lease Agreement.**

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement effective as of the Effective Date.

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: 

Date: March 18, 2015

By: 

Date: March 18, 2015

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve E. Vandiver
Steve Vandiver, General Manager

Date: 3-18-15

APPENDIX F (5)
Documentation of Water Purchases

LEASE AGREEMENT

FOR USE OF PIEDRA WATER

This Lease Agreement for Use of Piedra Water ("Lease Agreement") is entered into this 10 day of June, 2014 (hereinafter "Effective Date"), by and between the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission ("CPW") and the Water Activity Enterprise of Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") (collectively, the "Parties").

RECITALS

- A. Subdistrict No. 1 is a political subdivision of the State of Colorado, organized and existing under Article 48 of Title 37, Colorado Revised Statutes and approved by the District Court of Alamosa County in Case No. 2006CV64, for among other purposes, carrying out water planning and water management functions within the San Luis Valley.
- B. CPW is a division of the Colorado Department of Natural Resources organized and existing under and pursuant to Articles 1, 9, and 10 of Title 33, Colorado Revised Statutes.
- C. Subdistrict No. 1 seeks 500 acre-feet of water in order to help satisfy the requirements of its 2015-2016 Annual Replacement Plan ("ARP") for the Plan of Water Management for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010.
- D. CPW owns the absolute transmountain water rights decreed to the South River Peak Ditch, the South River Peak Ditch Enlargement, the Don La Font Ditch No. 1, the Don La Font Ditch No. 2, and the Don La Font Ditch No. 2 Enlargement (collectively, "Piedra Water Rights"). These water rights originate in Water Division No. 7 and are used in Water Division No. 3. The Piedra Water Rights were decreed on December 19, 1968 in Case No. 73-308D in the District Court for Archuleta County for irrigation use.
- E. Subject to the terms and conditions of this Lease Agreement and in exchange for monetary compensation from Subdistrict No. 1, CPW agrees to provide Subdistrict No. 1 with the right to use 500 acre-feet of the Don La Font Ditch No. 2 water ("Piedra Water") to help satisfy the requirements of Subdistrict No. 1's ARP.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and agreements contained herein, and the benefits exchanged, the Parties agree as follows:

- 1. **Consideration:** Subject to the terms and conditions contained in this Lease Agreement, CPW grants Subdistrict No. 1 the right to use 500 acre-feet of Piedra Water. In exchange for and on the Effective Date, Subdistrict No. 1 will pay CPW \$125,000.00. No further payment, monetary or

otherwise, is required by either Party. The Parties acknowledge that the mutual promises contained herein and other good and valuable consideration are sufficient and adequate to support this Lease Agreement.

2. **Term of Lease Agreement:** This Lease Agreement is for a term commencing on the Effective Date and terminating on April 30, 2015. This Lease Agreement is for a single term only and is not renewable. The 500 acre-feet need not be used by Subdistrict No. 1 prior to the expiration of the term of this Lease Agreement and such unused water will remain under the control of Subdistrict No. 1 after expiration of this Lease Agreement.
3. **Agreement to Lease 500 Acre-feet of Piedra Water:** Subject to the terms and conditions in this Lease Agreement, CPW agrees to provide 500 acre-feet of Piedra Water for Subdistrict No. 1's use. Further details regarding this provision are outlined in the following subsections.
 - a. **Delivery of Piedra Water:** The 500 acre-feet of Piedra Water is currently stored in Rio Grande Reservoir. CPW will deliver to Subdistrict No. 1 the 500 acre-feet on the Effective Date by transferring 500 acre-feet from CPW's Rio Grande Reservoir storage account into Subdistrict No. 1's Rio Grande Reservoir storage account.
 - b. **Use of Leased Piedra Water:**
 - i. **Preservation of CPW's Piedra Water Rights:** Subdistrict No. 1 will use the leased water to satisfy a portion of its annual replacement obligations in the 2015-2016 ARP Year, or subsequent years pursuant to paragraph 2, above. Because CPW's Piedra Water Rights are decreed for irrigation purposes, Subdistrict No. 1 may apply for and obtain an administrative change of the 500 acre-feet of Piedra Water leased herein through the filing of a Substitute Water Supply Plan. Subdistrict No. 1 will not otherwise take any action that causes or could potentially cause a reopening of the Piedra Water Rights decree, including, but not limited to applying for a judicial change of the 500 acre-feet of Piedra Water leased herein. The Piedra decree is that decree entered on December 19, 1968 in Case No. 73-308D in the District Court for Archuleta County, the relevant portion of which is attached hereto as **Exhibit A**. Subdistrict No. 1's use of CPW's Piedra Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Piedra Water Rights to Subdistrict No. 1 other than the 500 acre-feet leased herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1 to use the 500 acre-feet of Piedra Water leased herein, CPW does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of the Piedra Water Rights.
 - ii. **Assessment of Evaporation, Seepage, and Transit Losses:** Beginning on the Effective Date, Subdistrict No. 1 will bear all seepage, evaporation, and transit losses on the 500 acre-feet of Piedra Water leased herein and will be responsible

for all storage charges assessed to the 500 acre-feet of Piedra Water after the Effective Date.

4. **Remedies:** In the event CPW defaults in the performance of this Lease Agreement, Subdistrict No. 1's sole and exclusive remedy will be specific performance and, if such performance is impossible, refund of any advance payments that have yet to be earned by CPW. In the event of Subdistrict No. 1's default, CPW's sole and exclusive remedy will be to retain all payments made by Subdistrict No. 1 prior to the date of default and, if any amount remains outstanding, use of any water not yet paid for by Subdistrict No. 1.
5. **Subdistrict No. 1's Representations:** This Lease Agreement has been duly authorized and executed by Subdistrict No. 1, is the legal, valid and binding obligation of Subdistrict No. 1, and is enforceable against Subdistrict No. 1 according to its terms. No other consent is required for the execution, delivery, or performance of this Lease Agreement by Subdistrict No. 1.
6. **Notices and Representatives:** Each individual identified below is a representative of the designating Party. All notices required by this Lease Agreement will be hand-delivered with receipt required or sent by certified or registered mail to such Party's representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by e-mail to the e-mail addresses set forth below. Either Party may designate by written notice substitute addresses or persons to whom such notices will be sent. Unless otherwise provided herein, all notices are effective upon receipt.
 - a. **CPW Representatives and Contact Addresses:** Rick Basagoitia (Area Wildlife Manager) and Tony Aloia (Wildlife Technician) are representatives of CPW for purposes of this Lease Agreement. Mr. Basagoitia and Mr. Aloia can be reached by physical mail at: CPW Monte Vista Office, 0722 South Road 1 East, Monte Vista, Colorado 81144; by telephone at: (719) 587-6900; and by e-mail at: rick.basagoitia@state.co.us and tony.aloia@state.co.us.
 - b. **Subdistrict No. 1 Representative and Contact Addresses:** Steve Vandiver (District Manager) is the representative for Subdistrict No. 1 for purposes of this Lease Agreement. Mr. Vandiver can be reached by physical mail at: Subdistrict No. 1 10900 East Highway 160, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: steve@rgwcd.org.
7. **General Provisions**
 - a. **Assignment:** Neither Party has the right to transfer or sub-lease its rights or obligations under this Lease Agreement without the advanced written consent of the other Party.
 - b. **Binding Agreement:** This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

- c. **Binding Arbitration Prohibited:** Neither CPW nor Subdistrict No. 1 agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.
- d. **Captions:** The captions and headings in the Lease Agreement are for convenience of reference only and will not be used to interpret, define, or limit its provisions.
- e. **Compliance with Applicable Laws:** At all times during the performance of this Lease Agreement, Subdistrict No. 1 will adhere to all applicable Federal and State laws, rules, and regulations then in effect.
- f. **CORA Disclosure:** To the extent not prohibited by Federal law, this Lease Agreement and the performance measures and standards under C.R.S. § 24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, C.R.S. § 24-72-101, *et seq.*
- g. **Entire Understanding:** This Lease Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto will not have any force or effect whatsoever, unless embodied herein.
- h. **Governing Law and Venue:** This Lease Agreement will be governed and enforced in accordance with the laws, and rules and regulations issued pursuant thereto, of the State of Colorado. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations will not be valid, enforceable, or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for any action regarding this Lease Agreement will be in the District Court for Alamosa County, Colorado or Water Court as appropriate.
- i. **Governmental Immunity:** No term or condition in this Lease Agreement will be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq.*, as applicable now or hereafter amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* and the risk management statutes, C.R.S. § 24-30-1501, *et seq.*, as amended.
- j. **Legal Counsel:** Each Party to this Lease Agreement has engaged legal counsel to negotiate, draft, or review this Lease Agreement. Therefore, in the construction and interpretation of this Lease Agreement, the Parties acknowledge and agree that it will not be construed against any Party on the basis of authorship.

- k. **Litigation Reporting:** Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency related to this Lease Agreement or which may affect a Party's ability to comply with the terms and conditions of this Lease Agreement, the Party who is in receipt of the served pleading will notify the other Party of such action and deliver copies of such pleadings to the other Party, as set forth in paragraph 6 of this Lease Agreement.
- l. **Modification:**
- i. **By the Parties:** Except as specifically provided in the Lease Agreement, modifications hereof will not be effective unless agreed to by the Parties in a written amendment hereto.
 - ii. **By Operation of Law:** This Lease Agreement is subject to such modifications as may be required by changes in Federal law or Colorado State law, or their implementing regulations. Any such required modification will be automatically incorporated as part of the Lease Agreement on the effective date of such change, as if fully set forth herein.
- m. **Order of Precedence:** The provisions of this Lease Agreement will govern the relationship of the Parties. In the event of conflicts or inconsistencies between the Lease Agreement and its exhibits, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority:
- i. The provisions of the main body of this Lease Agreement
 - ii. Exhibits
- n. **Prior Agreements:** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to the lease of CPW's Piedra Water to Subdistrict No. 1.
- o. **Third Party Enforcement:** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement gives or allows any claim, right, or cause of action whatsoever by any other person not included in this Lease Agreement. Any person or entity, other than the Parties, receiving services or benefits under this Lease Agreement will be deemed an incidental beneficiary only.
- p. **Waiver:** A waiver of a breach of any provision of this Lease Agreement does not waive any subsequent breach of the same or different provision of this Lease Agreement. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease Agreement or another remedy for a breach of this Lease Agreement, or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the

terms and conditions of this Lease Agreement. Any express waiver of a term of this Lease Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement effective as of the Effective Date.

COLORADO DIVISION OF PARKS AND WILDLIFE and THE PARKS AND WILDLIFE COMMISSION,

By: 

Chad Bishop, Assistant Director Wildlife and Natural Resources

Date: 5/27/2014

WATER ACTIVITY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICT NO. 1 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By: 

Steve Vandiver, General Manager

Date: 6/10/14

APPENDIX F (6)
Documentation of Water Purchases

Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

Phone: (719) 589-6301 • Fax: (719) 589-4331

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

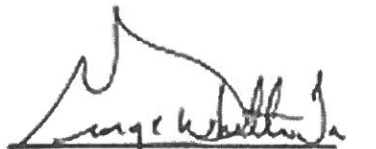
The Ralph Vernon Rominger Estate is the owner of 10 acre-feet of Williams Creek-Squaw Pass Transmountain Diversion water that is stored in Rio Grande Reservoir. The Personal Representative for the Estate has offered this previously stored water for sale to the Rio Grande Water Conservation District for the District's use.

This agreement provides that this 10 acre-feet of stored water, owned by the Estate of Ralph Vernon Rominger, is available for sale and once this agreement is signed and proper payment made to the Estate, the Rio Grande water Conservation District will have full ownership, control and ability to use this water for its own purposes. The District will pay for the storage charges on this 10 acre-feet of stored water for 2013 and any future years as necessary.

The District agrees to pay the Ralph Vernon Rominger Estate \$250 per acre-foot, for a total of \$2,500.00 for the purchase of 10 acre-feet of Williams Creek-Squaw Pass transmountain diversion due and payable within 14 days of the execution of this agreement. Title to the 10 acre-feet of stored water will pass to the District upon receipt of payment by the Estate. The Estate retains its ownership interest in the water right itself and there is no transfer of title.


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013
Date


George Whitten, RGWCD President

June 28/2013
Date

Rio Grande Water Conservation District

10000 Highway 160 East • Alamosa, Colorado 81101

Phone: (719) 589-6301 • Fax: (719) 589-4331

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

The Ralph Vernon Rominger Estate is the owner of 18 acre-feet of Williams Creek-Squaw Pass Transmountain Diversion water that is currently being held stored in Rio Grande Reservoir. The Personal Representative for the Estate has offered this previously stored water for sale to the Rio Grande Water Conservation District for the District's use.

This agreement provides that this 18 acre-feet of previously stored water, owned by the Estate of Ralph Vernon Rominger, is available for sale and once this agreement is signed and proper payment made to the Estate, the Rio Grande water Conservation District will have full ownership, control and ability to use this water for its own purposes. The District will pay for the storage charges on this 18 acre-feet of previously stored water for 2013 and any future years as necessary.

The District agrees to pay the Ralph Vernon Rominger Estate \$250 per acre-foot, for a total of \$4,500.00 for the purchase of 18 acre-feet of Williams Creek-Squaw Pass transmountain diversion due and payable within 14 days of the execution of this agreement. Title to the 18 acre-feet of previously stored water will pass to the District upon receipt of payment by the Estate. The Estate retains its ownership interest in the water right itself and there is no transfer of title.


Personal Representative for the
Ralph Vernon Rominger Estate

JUNE 21, 2013

Date


George Whiffen, RGWCD President

JUNE 28, 2013
Date



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

Phone: (719) 589-6301 • Fax: (719) 589-4331

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

The Ralph Vernon Rominger Estate is the owner of 10 acre-feet of Williams Creek-Squaw Pass Transmountain Diversion water that is stored in Rio Grande Reservoir. The Personal Representative for the Estate has offered this previously stored water for sale to the Rio Grande Water Conservation District for use by Special Improvement District No. 1 (Subdistrict #1).

This agreement provides that this 10 acre-feet of stored water, owned by the Estate of Vernon Rominger, is available for sale and once this agreement is signed and proper payment made to the Estate, the Rio Grande Water Conservation District will have full ownership, control and ability to use this water for Subdistrict #1's purposes. Subdistrict #1 will pay for the storage charges on this 10 acre-feet of stored water for 2015 and for any future years as necessary.

Subdistrict #1, through the Rio Grande Water Conservation District agrees to pay the Vernon Rominger Estate two hundred and fifty dollars (\$250.00) per acre-foot, for a total of two thousand five hundred dollars (\$2,500.00), for the purchase of 10 acre-feet of Williams Creek-Squaw Pass transmountain diversion due and payable within 14 days of the execution of this agreement. Title to the 10 acre-feet of previously stored water will pass to the Rio Grande Water Conservation District upon receipt of payment by the Estate. The Estate retains its ownership interest in the water right itself and there is no transfer of title to the water right.

Kent V. Rominger

Personal Representative for the
Ralph Vernon Rominger Estate

26 NOVEMBER, 2014

Date

Greg Higel

Greg Higel, RGWCD President

12/2/14

Date



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

Phone: (719) 589-6301 • Fax: (719) 589-4331

Protecting & Conserving San Luis Valley Water

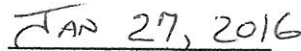
Agreement to Purchase Transmountain Diversion Water


B & R, LLC is the owner of 10 acre-feet of Williams Creek-Squaw Pass Transmountain Diversion water that is stored in Rio Grande Reservoir. B & R, LLC has offered this previously stored water for sale to the Rio Grande Water Conservation District for use by Special Improvement District No. 1 (Subdistrict #1).


This agreement provides that this 10 acre-feet of stored water, owned by B & R, LLC, is available for sale and once this agreement is signed and proper payment made to B & R, LLC, the Rio Grande Water Conservation District will have full ownership, control and ability to use this water for Subdistrict #1's purposes. Subdistrict #1 will pay for the storage charges on this 10 acre-feet of stored water for 2016 and for any future years as necessary.

Subdistrict #1, through the Rio Grande Water Conservation District agrees to pay B & R, LLC two hundred and fifty dollars (\$250.00) per acre-foot, for a total of two thousand five hundred dollars (\$2,500.00), for the purchase of 10 acre-feet of Williams Creek-Squaw Pass transmountain diversion due and payable within 14 days of the execution of this agreement. Title to the 10 acre-feet of previously stored water will pass to the Rio Grande Water Conservation District upon receipt of payment by B & R, LLC. B & R, LLC retains its ownership interest in the water right itself and there is no transfer of title to the water right.


Kent V. Rominger, B & R, LLC


Date


Greg Higel, RGWCD President


Date

PURCHASE AGREEMENT FOR TRANSMOUNTAIN WATER

This Purchase Agreement for Transmountain Water ("Agreement") is entered into this 24th day of March, 2014 (hereinafter the "Effective Date"), by and between the Rio Grande Water Conservation District, for the use and benefit of its Special Improvement District No.1, (collectively "RGWCD") and Klecker Ranch Inc.

RECITALS

- A. Klecker Ranch Inc. currently owns 100 acre-feet of water stored in Rio Grande Reservoir. Said water is transmountain water decreed to the Treasure Pass Diversion Ditch and all feeder laterals, Administrative No. 28645.26510, priority No. 284, which originates in Water Division No. 7 and is used in Water Division No. 3. The Treasure Pass Ditch Water Rights were originally decreed on April 19, 1962 in Case No. CA0308 in the District Court for Hinsdale County for the irrigation of lands in the San Luis Valley, Colorado.
- B. Subdistrict No. 1 seeks fully consumable water in order to help satisfy the requirements of its Annual Replacement Plan for the Plan of Water Management for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010.
- C. Klecker Ranch Inc. agrees to sell said 100 acre-feet of transmountain water and the RGWCD agrees to buy said 100 acre-feet of water for a total price of \$ 25,000.0 (\$250/af).
- D. By signing this Agreement, Sid Klecker, representative for Klecker Ranch Inc., acknowledges he has received full payment for the said 100 acre-feet of transmountain water and full title to said water transfers to the RGWCD as of the Effective Date, listed above.
- E. The RGWCD is responsible for any storage charges for the 100 acre-feet of transmountain water occurring after the Effective Date and will make such payments directly.
- F. Klecker Ranch Inc. shall cooperate with the RGWCD and provide any information or records necessary to allow the Division of Water Resources to recognize and administer the terms of this Agreement.
- G. This Agreement has been duly authorized and executed by the RGWCD and/or Subdistrict No. 1 and/or the Subdistrict No. 1 Water Activity Enterprise, is the legal, valid and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. Klecker Ranch Inc. represents that it has

clear and complete title to the 100 acre-feet of transmountain water and no other authorization is necessary to transfer ownership of the 100 acre-feet to the RGWCD.

H. This Lease Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date listed above.

SELLER: Sid Klecker, representative for Klecker Ranch Inc.

By: Sid Klecker

Date: 3-24-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/24/14

APPENDIX F (7)

Documentation of Water Purchases

SAN LUIS VALLEY IRRIGATION

296 Miles Street/P.O. Box 637
Center, CO 81125-0637

Invoice

DATE	INVOICE #
2/13/2014	S 2014-6

BILL TO

RG Water Conservation District
10600 E U.S. Hwy. 160
Alamosa, CO 81101

TERMS

<i>Date</i>	<i>Description</i>	<i>Unit</i>	<i>Qu...</i>	<i>Rate</i>	<i>Amount</i>
2/13/2014	T.M. Tabor/Purchase	AF	50.48	250.00	12620.00
	T.M. Squaw/Purchase	AF	56.49	250.00	14122.50

Total **\$26,742.50**

Rio Grande Water Conservation District

1492

San Luis Valley Irrigation District

Date	Type	Reference	Original Amt.	Balance Due	2/28/2013 Discount	Payment
2/19/2013	Bill	TranMtn Water	24,582.50	24,582.50		24,582.50
2/19/2013	Bill	Storage fees	25,000.00	25,000.00		25,000.00
					Check Amount	49,582.50

PAYMENT
RECORD

Alamosa State Bank-

49,582.50

●
12/1/86 (2/1/12)



●
REV 11

SAN LUIS VALLEY IRRIGATION
 296 Miles Street/P.O. Box 637
 Center, CO 81125-0637

Invoice

DATE	INVOICE #
2/19/2013	S2013-05

BILL TO

Rio Grande Water Conservation
 District
 10900 U.S. Hwy. 160 East
 Alamosa, CO 81101

TERMS

Date	Description	Unit	Quantity	Rate	Amount
2/19/2013	Sale of Tabor T.M.	AF	60.53	250.00	15132.50
	Sale of Squaw T.M.	AF	37.8	250.00	9450.00
			98.33 ✓		

Total \$24,582.50 ✓

623 Fourth Street
Alamosa, CO 81101
Telephone: (719) 589-2230
Fax: (719) 589-2270
e-mail: slvwcdco1@qwestoffice.net



BILL OF SALE


The San Luis Valley Water Conservancy District hereby sells, conveys and transfers to the Rio Grande Water Conservation District, for One Dollar and other considerations, Five Hundred (500) Acre-Feet of transmountain water derived from the Pine River Weminuche Ditch, currently stored on the District's behalf in Rio Grande Reservoir in Hinsdale County.

The Water Sold consists of:

	<u>Acre-Feet</u>
• Transmountain Water - Not through a Change Case (Weaver Water)	197.14
• Transmountain Water – Augmentation Water - Decree 84CW16	151.43
• Transmountain Water – Augmentation Water - Decree 94CW62	<u>151.43</u>
	<u>TOTAL 500.00</u>

The timing and quantity of releases of the subject water from the Rio Grande Reservoir will be responsibility of the Rio Grande Water Conservation District working in conjunction with the San Luis Valley Irrigation District and the Colorado Division of Water Resources.

SELLER: Signed:  Dated: April 1, 2014

BUYER: Signed:  Dated: April 1, 2014

CC: Steve Baer, CDWR
Travis Smith, SLVID
Tod Smith, Esq.
D. Sarason, Davis Engineering

623 Fourth Street
Alamosa, CO 81101
Telephone: (719) 589-2230
Fax: (719) 589-2270
e-mail: slvwcdco1@qwestoffice.net



BILL OF SALE

The San Luis Valley Water Conservancy District hereby sells, conveys and transfers to the Rio Grande Water Conservation District, for One Dollar and other considerations, Five Hundred (500) Acre-Feet of transmountain water derived from the Pine River Weminuche Ditch, currently stored on the District's behalf in Rio Grande Reservoir in Hinsdale County.

The Water Sold consists of:

	<u>Acre-Feet</u>
• Transmountain Water - Not through a Change Case (Weaver Water)	182.00
• Transmountain Water – Augmentation Water - Decree 84CW16	159.00
• Transmountain Water – Augmentation Water - Decree 94CW62	159.00
<u>TOTAL</u>	<u>500.00</u>

X 250.00
125,000

The timing and quantity of releases of the subject water from the Rio Grande Reservoir will be responsibility of the Rio Grande Water Conservation District working in conjunction with the San Luis Valley Irrigation District and the Colorado Division of Water Resources.

SELLER: Signed:  Dated: April 9, 2015

BUYER: Signed:  Dated: 4-10, 2015

for RGWCD

CC: Sam Riggerbach, CDWR
Travis Smith, SLVID
Tod Smith, Esq.
A. Davey, Davis Engineering

APPENDIX F (8)
Documentation of Water Purchases

PURCHASE-OPTION AGREEMENT

This Purchase-Option Agreement ("Agreement") is entered into between the Rio Grande Water Conservation District ("RGWCD"), for the use and benefit of its Special Improvement District No. 1, and Navajo Development Co., Inc. ("Seller") as the owner of certain water in storage in the Rio Grande Reservoir.

INTRODUCTORY RECITALS

A. The Seller holds title to an absolute water right for transmountain water in the Williams Creek Squaw Pass Diversion, as set forth in a change decree entered in Case No. W-1869-78 (Water Division 7) on February 28, 1979 ("Decree"). A copy of the Decree is attached hereto as Exhibit 1. Water from this water right is currently stored in Rio Grande Reservoir.

B. The Decree authorizes the water right to be used for multiple uses in Water Division 3, where the water right is fully consumable, including for augmentation and replacement purposes.

C. The Seller desires to grant an option to the RGWCD to purchase 1,000 acre-feet ("a.f.") of transmountain water currently being held in storage in the Rio Grande Reservoir on the terms set forth below.

AGREEMENT

Therefore, in consideration of the foregoing recitals and the mutual promises contained below, the Parties agree as follows:

1. Purchase and Option Agreement.

1.1. The Seller hereby grants to the RGWCD, subject to the terms of this Agreement, an option to purchase 1,000 a.f. of transmountain water currently in storage in Rio Grande Reservoir ("Stored Water").

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Seller and the RGWCD, which date shall be the "Effective Date." If the RGWCD exercises its Option to purchase the Stored Water, the Agreement will continue until title to the Stored Water has been transferred to the RGWCD. If the RGWCD has not exercised its Option to purchase the Stored Water as of midnight on July 1, 2012, the Agreement shall terminate.

1.3. Option Payment. Within ten business days after acceptance of this Agreement the RGWCD must pay to Seller \$3,500.00 as a non-refundable Option Payment to secure its option to purchase the Stored Water. If the RGWCD fails to make the Option Payment within this period of time, then this Agreement automatically terminates.

1.4. Exercise of Option. On or before July 1, 2012, the RGWCD must notify the Seller in writing of if its desire to exercise its option under this Agreement.

1.5. Purchase Price.

- 1.5.1. The purchase price for the 1,000 a.f. of water being optioned under this Agreement is \$50,000.00.
- 1.5.2. The RGWCD shall receive credit for its option payment of \$3,500 at the time of purchase.
- 1.5.3. The RGWCD must pay the full Purchase Price within ten business days of its exercise of the Option.
- 1.6. If the RGWCD fails to pay when due the purchase payment required herein, then this Agreement will terminate and Seller shall retain the option payment and title to the Stored Water.
- 1.7. Water Subject to the Agreement. The water subject to this Agreement is 1,000 a.f. of water in storage in the Rio Grande Reservoir. After the Effective Date the Seller will not be entitled to use or dispose of the Stored Water while the Agreement remains in effect.
- 1.8. During the term of this Agreement Seller shall bear any seepage or evaporation losses on the subject water. Upon the exercise of the option a total of 1,000 a.f. will be transferred to the RGWCD and thereafter the RGWCD shall bear all seepage, evaporation and transit losses on the subject water.
- 1.9. RGWCD is responsible for obtaining any approvals necessary for RGWCD's proposed use and delivery of the Stored Water.

2. Seller's Obligations and Representations.

- 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
- 2.2. Evaporation and Seepage Losses. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water. If the RGWCD elects to exercise its option under this Agreement, Seller will deliver a total of 1,000 a.f. of water to the RGWCD.
- 2.3. No Use of Water. Seller agrees that during the term of this Agreement it is not entitled to use or dispose of the Stored Water subject to this Agreement, and that Seller will not call for the release of the same.
- 2.4. Notice to Reservoir Owner. Upon RGWCD's exercise of the Option, Seller will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.

3. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from purchasing the Stored Water.

4. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Seller: John H. Parker, II
2043 S. Washington Street
Denver, CO 80210
Fax: 720-570-7960
E-mail: navdev@me.com

To RGWCD: Steve Vandiver
District Manager, Rio Grande Water Conservation District
10900 E US Highway 160
Alamosa, CO 81101
Email: svandiver@usbr.gov

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

5. Remedies. In the event of Seller's default in the performance of this Agreement, the RGWCD's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the RGWCD's default hereunder, Seller's sole and exclusive remedy shall be to retain all payments made by the RGWCD prior to the date of the default, and to retain any water not paid for by the RGWCD.

6. Miscellaneous Provisions.

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Seller or the RGWCD to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date

hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this agreement, shall survive the termination.

- 6.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
- 6.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Seller and the RGWCD. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.
- 6.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 6.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Seller may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity without the prior written consent of the Seller, which consent shall not be unreasonably withheld.
- 6.7. Litigation. If the Seller and/or the RGWCD litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.
- 6.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

- 6.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 6.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 6.11. Time. Time is of the essence in this Agreement.
- 6.12. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.
- 6.13. Seller's Acknowledgment. Seller certifies that it has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Seller by the RGWCD, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Seller except for written amendments or waivers executed by the Parties.

Seller:


 Navajo Development Co., Inc.

Date 8/4/11

ACCEPTED:

Rio Grande Water Conservation District

By: _____
 George Whitten

_____ Date

Title: _____
 President

- 6.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 6.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 6.11. Time. Time is of the essence in this Agreement.
- 6.12. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.
- 6.13. Seller's Acknowledgment. Seller certifies that it has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Seller by the RGWCD, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Seller except for written amendments or waivers executed by the Parties.

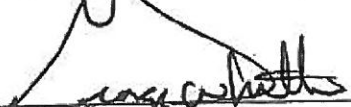
Seller:

Navajo Development Co., Inc.

Date

ACCEPTED:

Rio Grande Water Conservation District

By: 

George Whitten

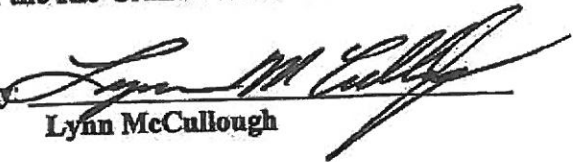
8-3-11

Date

Title: _____
President

Acknowledgement:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: 
Lynn McCullough

8/4/11
Date

Title: _____
President

APPENDIX F (9)

Docementation of Water Purchases

WATER PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into between the Rio Grande Water Conservation District ("RGWCD"), for the use and benefit of its Special Improvement District No. 1, and Navajo Development Co., Inc. ("Seller"), as the owner of certain water in storage in the Rio Grande Reservoir.

INTRODUCTORY RECITALS

- A. The Seller holds title to an absolute water right for transmountain water in the Williams Creek Squaw Pass Diversion, as set forth in a change decree entered in Case No. W-1869-78 (Water Division 7) on February 28, 1979 ("Decree"). A copy of the Decree is attached hereto as Exhibit 1. Water from this water right is currently stored in Rio Grande Reservoir.
- B. The Decree authorizes the water right to be used for multiple uses in Water Division 3, where the water right is fully consumable, including for augmentation and replacement purposes.
- C. The RGWCD desires to purchase 300 acre-feet ("a.f.") of transmountain water currently being held in storage in the Rio Grande Reservoir from the Seller on the terms set forth below.

AGREEMENT

Therefore, in consideration of the foregoing recitals and the mutual promises contained below, the Parties agree as follows:

1. Purchase Agreement.
 - 1.1. Subject to the terms of this Agreement, the RGWCD agrees to purchase 300 a.f. of transmountain water currently in storage in Rio Grande Reservoir ("Stored Water").
 - 1.2. Term of Agreement. This Agreement begins on the date of execution of this Agreement by both the Seller and the RGWCD, which date shall be the "Effective Date," and will continue until title to the Stored Water has been transferred to the RGWCD. If RGWCD has not made full payment pursuant to this agreement within ten business days after execution, then the Agreement will terminate as provided in paragraph 1.4.
 - 1.3. Purchase Price. The purchase price for the 300 a.f. of water under this Agreement is \$75,000.00, due and payable within ten business days after the Effective Date.

- 1.4. If the RGWCD fails to pay when due the purchase payment required herein, then this Agreement will terminate and Seller shall retain title to the Stored Water.
 - 1.5. Water Subject to the Agreement. The water subject to this Agreement is 300 a.f. of water in storage in the Rio Grande Reservoir.
 - 1.6. The RGWCD is responsible for obtaining any approvals necessary for the RGWCD's proposed use and delivery of the Stored Water.
2. Seller's Obligations and Representations.
- 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
 - 2.2. Evaporation and Seepage Losses; Notice to Reservoir Owner. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water. Upon the receipt of payment from RGWCD pursuant to this Agreement, Seller will deliver a total of 300 a.f. of water to the RGWCD, and will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.
3. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from purchasing the Stored Water.
4. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Seller: John H. Parker, II
 2043 S. Washington Street
 Denver, CO 80210
 Fax: 720-570-7960
 E-mail: navdev@me.com

To RGWCD: Steve Vandiver
 District Manager, Rio Grande Water Conservation District
 10900 E US Highway 160
 Alamosa, CO 81101
 Email: svandiver@usbr.gov

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

5. Remedies. In the event of Seller's default in the performance of this Agreement, the RGWCD's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the RGWCD's default hereunder, Seller's sole and exclusive remedy shall be to retain any payments made by the RGWCD prior to the date of the default, and to retain any water not paid for by the RGWCD.
6. Miscellaneous Provisions.
 - 6.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Seller or the RGWCD to one another with respect to this Agreement.
 - 6.2. Survival. Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this agreement, shall survive the termination.
 - 6.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
 - 6.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Seller and the RGWCD. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.
 - 6.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

- 6.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Seller may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity without the prior written consent of the Seller, which consent shall not be unreasonably withheld.
- 6.7. Litigation. If the Seller and/or the RGWCD litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.
- 6.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 6.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 6.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 6.11. Time. Time is of the essence in this Agreement.
- 6.12. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.
- 6.13. Seller's Acknowledgment. Seller certifies that it has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Seller by the RGWCD, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Seller except for written amendments or waivers executed by the Parties.

Seller:

John A. Parker
Navajo Development Co., Inc.

Date 8/24/12

ACCEPTED:

Rio Grande Water Conservation District

By: *George Whitten Jr*
George Whitten
Title: President
President

Date 8/29/12

Acknowledgement:

Special Improvement District No. 1
of the Rio Grande Water Conservation District

By: *Brian D Brownell*
~~Lynn McCullough~~ Brian Brownell
Title: _____
President

Date 8/29/12

Rio Grande Water Conservation District

1306

Navajo Development Co., Inc.
Date Type Reference
8/24/2012 Bill Squaw Water

Original Amt.
75,000.00

Balance Due
75,000.00

8/24/2012
Discount
Check Amount

Payment
75,000.00
75,000.00

PAYMENT
RECORD

Alamosa State Bank- Squaw Water Purchase

75,000.00

c23346 (2/12)



9xv211

APPENDIX F (10)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into between the Rio Grande Water Conservation District ("RGWCD"), for the use and benefit of its Special Improvement District No. 1, and Navajo Development Co., Inc. ("Seller"), as the owner of certain water in storage in the Rio Grande Reservoir.

INTRODUCTORY RECITALS

A. The Seller holds title to an absolute water right for transmountain water in the Williams Creek Squaw Pass Diversion, as set forth in a change decree entered in Case No. W-1869-78 (Water Division 7) on February 28, 1979 ("Decree"). Water from this water right is currently stored in Rio Grande Reservoir.

B. The Decree authorizes the water right to be used for multiple uses in Water Division 3, where the water right is fully consumable, including for augmentation and replacement purposes.

C. The RGWCD desires to purchase 100 acre-feet ("a.f.") of transmountain water currently being held in storage in the Rio Grande Reservoir from the Seller on the terms set forth below.

D. The RGWCD further desires to purchase up to 50 a.f. of additional transmountain water held in storage in the Rio Grande Reservoir from the Seller, if the Seller makes such water available on the terms set forth below.

AGREEMENT

Therefore, in consideration of the foregoing recitals and the mutual promises contained below, the Parties agree as follows:

1. Purchase Agreement.

1. Subject to the terms of this Agreement, the RGWCD agrees to purchase 100 a.f. of transmountain water currently in storage in Rio Grande Reservoir ("Stored Water").

1.1. Purchase Price of Stored Water. The purchase price for the 100 a.f. of Stored Water under this Agreement is \$25,000, due and payable within ten business days after the Effective Date, as defined in paragraph 1.3 of this Agreement.

1.2. Purchase Price of Additional Water. The purchase price for up to 100 a.f. of Additional Water under this Agreement shall be \$250.00 per acre foot of

Additional Water made available by Seller. The purchase price is due and payable within ten business days after notice to the RGWCD of the Seller's decision to make available the Additional Water.

- 1.3. The Seller shall not be bound to transfer the Additional Water to the RGWCD unless and until the RGWCD has made the purchase payment to the Seller pursuant to the terms of this Agreement.
 2. Term of Agreement. This Agreement begins on the date of execution of this Agreement by both the Seller and the RGWCD, which date shall be the "Effective Date," and will continue until title to the Stored Water has been transferred to the RGWCD, and either (1) title to the Additional Water has been transferred to the RGWCD, or (2) the Seller has decided to not make available the Additional Water and given notice to RGWCD under paragraph 1.2.1 of this Agreement. If RGWCD has not made full payment pursuant to this Agreement within the time frames set forth in paragraphs 1.1.1 and 1.2.3 of this Agreement, then the Agreement will terminate as provided in paragraph 1.4.
 3. If the RGWCD fails to pay when due the purchase payment required herein for the Stored Water, then this Agreement will terminate and Seller shall retain title to the Stored Water and the Additional Water. If the RGWCD makes full and timely payment for the Stored Water, but fails to pay when due the purchase payment required herein for the Additional Water, the RGWCD shall retain its right to the Stored Water under this Agreement, but the Seller shall retain title to the Additional Water.
 4. Water Subject to the Agreement. The water subject to this Agreement is 100 a.f. of water in storage in the Rio Grande Reservoir.
 5. The RGWCD is responsible for obtaining any approvals necessary for the RGWCD's proposed use and delivery of the Stored Water and the Additional Water
2. Seller's Obligations and Representations.
- 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
 - 2.2. Evaporation and Seepage Losses; Notice to Reservoir Owner. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water and the Additional Water. Upon the receipt of payment from the RGWCD

for the Stored Water pursuant to this Agreement, Seller will deliver a total of 100 a.f. of water to the RGWCD, and will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.

3. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from purchasing the Stored Water.
4. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Seller: John H. Parker, II
 2043 S. Washington Street
 Denver, CO 80210
 Fax: 720-570-7960
 E-mail: navdev@me.com

To RGWCD: Steve Vandiver
 District Manager, Rio Grande Water Conservation District
 10900 E US Highway 160
 Alamosa, CO 81101
 Email: steve@rgwcd.org

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

5. Remedies. In the event of Seller's default in the performance of this Agreement, the RGWCD's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the RGWCD's default hereunder, Seller's sole and exclusive remedy shall be to retain any payments made by the RGWCD prior to the date of the default, and to retain any water not paid for by the RGWCD.
6. Miscellaneous Provisions.
 - 6.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for

those which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Seller or the RGWCD to one another with respect to this Agreement.

- 6.2. Survival. Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this agreement, shall survive the termination.
- 6.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
- 6.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Seller and the RGWCD. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.
- 6.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 6.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Seller may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity without the prior written consent of the Seller, which consent shall not be unreasonably withheld.
- 6.7. Litigation. If the Seller and/or the RGWCD litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable

attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.

- 6.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 6.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 6.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 6.11. Time. Time is of the essence in this Agreement.
- 6.12. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.
- 6.13. Seller's Acknowledgment. Seller certifies that it has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Seller by the RGWCD, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Seller except for written amendments or waivers executed by the Parties.

Seller:

John V. Pacheco
Navajo Development Co., Inc.

July 4, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

7/22/13
Date

Title: President
President

Acknowledgement:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: Brian D. Brownell
Brian Brownell

7/23/13
Date

Title: President
President

APPENDIX F (11)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into between the Rio Grande Water Conservation District ("RGWCD"), for the use and benefit of its Special Improvement District No. 1, and Navajo Development Co., Inc. ("Seller"), as the owner of certain water in storage in the Rio Grande Reservoir.

INTRODUCTORY RECITALS

A. The Seller holds title to an absolute water right for transmountain water in the Williams Creek Squaw Pass Diversion, as set forth in a change decree entered in Case No. W-1869-78 (Water Division 7) on February 28, 1979 ("Decree"). Water from this water right is currently stored in Rio Grande Reservoir.

B. The Decree authorizes the water right to be used for multiple uses in Water Division 3, where the water right is fully consumable, including for augmentation and replacement purposes.

C. The RGWCD desires to purchase 250 acre-feet ("a.f.") of transmountain water currently being held in storage in the Rio Grande Reservoir from the Seller on the terms set forth below.

D. The RGWCD further desires to purchase up to 50 a.f. of additional transmountain water held in storage in the Rio Grande Reservoir from the Seller, if the Seller makes such water available on the terms set forth below.

AGREEMENT

Therefore, in consideration of the foregoing recitals and the mutual promises contained below, the Parties agree as follows:

1. Purchase Agreement.

1. Subject to the terms of this Agreement, the RGWCD agrees to purchase 250 a.f. of transmountain water currently in storage in Rio Grande Reservoir ("Stored Water").

1.1. Purchase Price of Stored Water. The purchase price for the 250 a.f. of Stored Water under this Agreement is \$62,500.00, due and payable within ten business days after the Effective Date, as defined in paragraph 1.3 of this Agreement.

2. Subject to the terms of this Agreement, the RGWCD agrees to purchase up to 50 a.f. of additional water currently in storage in Rio Grande Reservoir ("Additional

Water") in the event that the Seller makes available the Additional Water on or before August 31, 2013.

- 2.1. On or before August 31, 2013, the Seller must notify the RGWCD in writing of its decision to make available or not make available the Additional Water. In the event the Seller decides to make Additional Water available, the notice shall contain the amount of such water in acre feet that the Seller will make available.
- 2.2. The decision to make available or not make available the Additional Water, and the amount of any Additional Water to be made available, shall be made in the sole discretion of the Seller.
- 2.3. Purchase Price of Additional Water. The purchase price for up to 50 a.f. of Additional Water under this Agreement shall be \$250.00 per acre foot of Additional Water made available by Seller. The purchase price is due and payable within ten business days after notice to the RGWCD of the Seller's decision to make available the Additional Water.
- 2.4. The Seller shall not be bound to transfer the Additional Water to the RGWCD unless and until the RGWCD has made the purchase payment to the Seller pursuant to the terms of this Agreement.
3. Term of Agreement. This Agreement begins on the date of execution of this Agreement by both the Seller and the RGWCD, which date shall be the "Effective Date," and will continue until title to the Stored Water has been transferred to the RGWCD, and either (1) title to the Additional Water has been transferred to the RGWCD, or (2) the Seller has decided to not make available the Additional Water and given notice to RGWCD under paragraph 1.2.1 of this Agreement. If RGWCD has not made full payment pursuant to this Agreement within the time frames set forth in paragraphs 1.1.1 and 1.2.3 of this Agreement, then the Agreement will terminate as provided in paragraph 1.4.
4. If the RGWCD fails to pay when due the purchase payment required herein for the Stored Water, then this Agreement will terminate and Seller shall retain title to the Stored Water and the Additional Water. If the RGWCD makes full and timely payment for the Stored Water, but fails to pay when due the purchase payment required herein for the Additional Water, the RGWCD shall retain its right to the Stored Water under this Agreement, but the Seller shall retain title to the Additional Water.
5. Water Subject to the Agreement. The water subject to this Agreement is 250 a.f. of water in storage in the Rio Grande Reservoir and 50 a.f. of Additional Water in storage in the Rio Grande Reservoir.

6. The RGWCD is responsible for obtaining any approvals necessary for the RGWCD's proposed use and delivery of the Stored Water and the Additional Water
2. **Seller's Obligations and Representations.**
- 2.1. **Seller's Title.** Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
- 2.2. **Evaporation and Seepage Losses; Notice to Reservoir Owner.** Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water and the Additional Water. Upon the receipt of payment from the RGWCD for the Stored Water pursuant to this Agreement, Seller will deliver a total of 250 a.f. of water to the RGWCD, and will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water. Upon the receipt of payment from RGWCD for up to 50 a.f. of the Additional Water made available pursuant to this Agreement, Seller will deliver such water to the RGWCD, and will notify the owner of Rio Grande Reservoir of the change in ownership of the Additional Water.
3. **RGWCD's Representations.** This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from purchasing the Stored Water.
4. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Seller: John H. Parker, II
2043 S. Washington Street
Denver, CO 80210
Fax: 720-570-7960
E-mail: navdev@me.com

To RGWCD: Steve Vandiver

District Manager, Rio Grande Water Conservation District
10900 E US Highway 160
Alamosa, CO 81101
Email: steve@rgwcd.org

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

5. **Remedies.** In the event of Seller's default in the performance of this Agreement, the RGWCD's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the RGWCD's default hereunder, Seller's sole and exclusive remedy shall be to retain any payments made by the RGWCD prior to the date of the default, and to retain any water not paid for by the RGWCD.
6. **Miscellaneous Provisions.**
 - 6.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Seller or the RGWCD to one another with respect to this Agreement.
 - 6.2. **Survival.** Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this agreement, shall survive the termination.
 - 6.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
 - 6.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the

Seller and the RGWCD. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

- 6.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 6.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Seller may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity without the prior written consent of the Seller, which consent shall not be unreasonably withheld.
- 6.7. Litigation. If the Seller and/or the RGWCD litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.
- 6.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 6.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 6.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 6.11. Time. Time is of the essence in this Agreement.
- 6.12. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.
- 6.13. Seller's Acknowledgment. Seller certifies that it has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between

the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Seller by the RGWCD, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Seller except for written amendments or waivers executed by the Parties.

Seller:

John W. Pacheco
Navajo Development Co., Inc.

July 6, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

7/22/13
Date

Title: President
President

Acknowledgement:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: Brian D. Brownell
Brian Brownell

7/23/13
Date

Title: President
President

APPENDIX F (12)
Documentation of Water Purchases

PURCHASE and OPTION AGREEMENT

This Purchase and Option Agreement (“Agreement”) is entered into between the Rio Grande Water Conservation District (“RGWCD”), for the use and benefit of its Special Improvement District No. 1, and Navajo Development Co., Inc. (“Seller”) as the owner of certain water in storage in the Rio Grande Reservoir.

INTRODUCTORY RECITALS

A. The Seller holds title to an absolute water right for transmountain water in the Williams Creek Squaw Pass Diversion, as set forth in a change decree entered in Case No. W-1869-78 (Water Division 7) on February 28, 1979 (“Decree”). A copy of the Decree is attached hereto as Exhibit 1. Water from this water right is currently stored in Rio Grande Reservoir.

B. The Decree authorizes the water right to be used for multiple uses in Water Division 3, where the water right is fully consumable, including for augmentation and replacement purposes.

C. The RGWCD desires to purchase 481.31 acre-feet of transmountain water currently being held in storage in the Rio Grande Reservoir from Seller on the terms set forth below.

AGREEMENT

Therefore, in consideration of the foregoing recitals and the mutual promises contained below, the Parties agree as follows:

1. Purchase and Option Agreement.
 - 1.1. Purchase Agreement. Subject to the terms of this Agreement, the RGWCD agrees to purchase 481.31 acre-feet of transmountain water currently in storage in Rio Grande Reservoir (“Stored Water”).
 - 1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Seller and the RGWCD, which date shall be the “Effective Date.” If the RGWCD has not made full payment pursuant to this agreement within ten business day after the Effective Date, then the Agreement will terminate as provided in paragraph 1.5.
 - 1.3. Purchase Price. The purchase price for the 481.31 acre-feet of water is two hundred and fifty dollars (\$250.00) per acre-foot for a total purchase price of one hundred and twenty thousand, three hundred and twenty seven dollars and fifty cents (\$120,327.50) with \$65,000.00 due and payable within ten business days after the Effective Date of this agreement and the remainder amount of \$55,327.50 due and payable within ten days after January 1, 2015.

- 1.4. Failure to Pay. If the RGWCD fails to pay when due the purchase payment required herein, then this Agreement will terminate in full, Seller shall retain title to the Stored Water and the Option Agreement shall be void.
- 1.5. Water Subject to the Agreement. The water subject to this Agreement is 481.31 acre-feet of water in storage in the Rio Grande Reservoir. After the Effective Date the Seller will not be entitled to use or dispose of the Stored Water and thereafter the RGWCD shall bear all seepage, evaporation and transit losses on the subject water. .
- 1.6. Approvals. RGWCD is responsible for obtaining any approvals necessary for RGWCD's proposed use and delivery of the Stored Water.

2. Seller's Obligations and Representations.

- 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
- 2.2. Evaporation and Seepage Losses. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water.
- 2.3. Notice to Reservoir Owner. Upon RGWCD's payment as specified in paragraph 1.4, Seller will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.

3. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from purchasing the Stored Water.

4. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Seller:

John H. Parker, II
2043 S. Washington Street
Denver, CO 80210
Fax: 720-570-7960
E-mail: navdev@me.com

To RGWCD: Steve Vandiver
District Manager, Rio Grande Water Conservation District
10900 E US Highway 160
Alamosa, CO 81101
Email: steve@rgwcd.org

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

5. Remedies. In the event of Seller's default in the performance of this Agreement, the RGWCD's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the RGWCD's default hereunder, Seller's sole and exclusive remedy shall be to retain all payments made by the RGWCD prior to the date of the default, and to retain any water not paid for by the RGWCD.
6. Miscellaneous Provisions.
 - 6.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Seller or the RGWCD to one another with respect to this Agreement.
 - 6.2. Survival. Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this agreement, shall survive the termination.
 - 6.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
 - 6.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Seller and the RGWCD. If any portion of this Agreement is held invalid or


unenforceable for any reason by a court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

- 6.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 6.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Seller may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity without the prior written consent of the Seller, which consent shall not be unreasonably withheld.
- 6.7. Litigation. If the Seller and/or the RGWCD litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.
- 6.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 6.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 6.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 6.11. Time. Time is of the essence in this Agreement.
- 6.12. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.
- 6.13. Seller's Acknowledgment. Seller certifies that it has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Seller by the RGWCD, or by its employees, agents, or representatives, and no

the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

6.13. **Seller's Acknowledgment.** Seller certifies that it has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Seller by the RGWCD, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Seller except for written amendments or waivers executed by the Parties.

Seller:



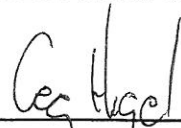
Navajo Development Co., Inc.

12/19/14

Date

ACCEPTED:

Rio Grande Water Conservation District

By: 

Greg Higel
Title: President

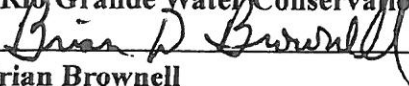
President

12/22/14

Date

Acknowledgement:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: 

Brian Brownell
Title: Pres

President

12/23/14

Date

APPENDIX F (13)
Documentation of Water Purchases

PURCHASE and OPTION AGREEMENT

This Purchase and Option Agreement ("Agreement") is entered into between the Rio Grande Water Conservation District ("RGWCD"), for the use and benefit of its Special Improvement District No. 1, and Navajo Development Co., Inc. ("Seller") as the owner of certain water in storage in the Rio Grande Reservoir.

INTRODUCTORY RECITALS

A. The Seller holds title to an absolute water right for transmountain water in the Williams Creek Squaw Pass Diversion, as set forth in a change decree entered in Case No. W-1869-78 (Water Division 7) on February 28, 1979 ("Decree"). A copy of the Decree is attached hereto as Exhibit 1. Water from this water right is currently stored in Rio Grande Reservoir.

B. The Decree authorizes the water right to be used for multiple uses in Water Division 3, where the water right is fully consumable, including for augmentation and replacement purposes.

C. The RGWCD desires to purchase 453.5 acre-feet of said transmountain water currently being held in storage in the Rio Grande Reservoir from Seller on the terms set forth below.

AGREEMENT

Therefore, in consideration of the foregoing recitals and the mutual promises contained below, the Parties agree as follows:

1. Purchase and Option Agreement.
 - 1.1. Purchase Agreement. Subject to the terms of this Agreement, the RGWCD agrees to purchase 453.5 acre-feet of transmountain water currently in storage in Rio Grande Reservoir ("Stored Water").
 - 1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Seller and the RGWCD, which date shall be the "Effective Date." If the RGWCD has not made full payment pursuant to this agreement within ten business day after the Effective Date, then the Agreement will terminate as provided in paragraph 1.5.
 - 1.3. Purchase Price. The purchase price for the 453.5 acre-feet of water is two hundred and fifty dollars (\$250.00) per acre-foot for a total purchase price of one hundred and Thirteen Thousand, three hundred and seventy-five dollars and zero cents (\$113,375.00) with all \$113,375.00 due and payable within ten business days after the Effective Date of this agreement.
 - 1.4. Failure to Pay. If the RGWCD fails to pay when due the purchase payment required herein, then this Agreement will terminate in full, Seller shall retain title to the Stored Water and the Option Agreement shall be void.

- 1.5. Water Subject to the Agreement. The water subject to this Agreement is 453.5 acre-feet of the transbasin water in storage in the Rio Grande Reservoir. After the Effective Date the Seller will not be entitled to use or dispose of the Stored Water and thereafter the RGWCD shall bear all seepage, evaporation and transit losses on the subject water.
- 1.6. Approvals. RGWCD is responsible for obtaining any approvals necessary for RGWCD's proposed use and delivery of the Stored Water.
2. Seller's Obligations and Representations.
- 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
- 2.2. Evaporation and Seepage Losses. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water.
- 2.3. Notice to Reservoir Owner. Upon RGWCD's payment as specified in paragraph 1.4, Seller will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.
3. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from purchasing the Stored Water.
4. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Seller:

John H. Parker, II
2043 S. Washington Street
Denver, CO 80210
Fax: 720-570-7960
E-mail: navdev@me.com

To RGWCD:

Steve Vandiver
District Manager
Rio Grande Water Conservation District
10900 E US Highway 160

Alamosa, CO 81101
Email: steve@rgwcd.org

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

5. Remedies. In the event of Seller's default in the performance of this Agreement, the RGWCD's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the RGWCD's default hereunder, Seller's sole and exclusive remedy shall be to retain all payments made by the RGWCD prior to the date of the default, and to retain any water not paid for by the RGWCD.
6. Miscellaneous Provisions.
 - 6.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Seller or the RGWCD to one another with respect to this Agreement.
 - 6.2. Survival. Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are to be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects. All covenants in this Agreement that require performance, or that pertain to the time subsequent to the termination of this agreement, shall survive the termination.
 - 6.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and shall not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in CRCP 6, then the relevant date will be extended automatically until the next business day.
 - 6.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Seller and the RGWCD. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

- 6.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 6.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Seller may not assign its rights or delegate its duties hereunder without the prior written consent of the RGWCD, which consent shall not be unreasonably withheld. The RGWCD may not assign its rights hereunder to any other person or entity without the prior written consent of the Seller, which consent shall not be unreasonably withheld.
- 6.7. Litigation. If the Seller and/or the RGWCD litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.
- 6.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 6.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 6.10. Recording. The RGWCD may record this Agreement or a Memorandum of this Agreement.
- 6.11. Time. Time is of the essence in this Agreement.
- 6.12. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.
- 6.13. Seller's Acknowledgment. Seller certifies that it has read each and every part of this Agreement, and that this Agreement constitutes the entire agreement between the Parties, and that no agreements, promises, representations or warranties, written or oral, except those expressly set forth herein, have been made to Seller by the RGWCD, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Seller except for written amendments or waivers executed by the Parties.

Seller:

John H. Parhest
Navajo Development Co., Inc.

Date 2/4/16

ACCEPTED:

Rio Grande Water Conservation District

By: Greg Higel
Greg Higel
Title: President
President

Date 2/2/16

Acknowledgement:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: Brian J. Brownell
Brian Brownell
Title: President
President

Date 2/3/16

Appendix F
History & Documentation of Purchase

4.1 WILLIAMS CREEK SQUAW PASS TRANSBASIN DIVERSION CURRENTLY HELD IN RIO GRANDE RESERVOIR

This transbasin water was stored under the decree held by Navajo Development Company in Rio Grande Reservoir. Subdistrict No. 1 controls 122.70 acre-feet of this Squaw Pass transbasin water. Subdistrict No. 1 purchased the right to use the first 1,000 acre-feet of water from Navajo Development Co., owned by John H. Parker II in early March 2012. This water was carried over into 2013. A Substitute Water Supply Plan has been approved by the State Engineer for the additional uses of augmentation and recharge for this water. See Appendix F for documentation of purchase.

WILLIAMS CREEK SQUAW PASS-Navajo	
YEAR PURCHASED	AMOUNT (AF)
August 2012	1,000
August 2012	300
July 2013	350
December 2014	481.31
December 2015	453.00
TOTAL	1,584.31

4.2 WILLIAMS CREEK SQUAW PASS TRANSBASIN DIVERSION STORED IN RIO GRANDE RESERVOIR

This 56.49 acre-feet of transbasin water is held by San Luis Valley Irrigation District in Rio Grande Reservoir. Subdistrict No. 1 purchased the right to use this water from the San Luis Valley Irrigation District in February 2013. A Substitute Water Supply Plan has been approved by the State Engineer for the additional uses of augmentation and recharge for this water. See Appendix F for documentation of purchase.

WILLIAMS CREEK SQUAW PASS - SLV Irrigation District	
YEAR PURCHASED	AMOUNT (AF)
February 2014	56.49
TOTAL	56.49

4.3 PINE RIVER WEMINUCHE PASS DITCH TRANSBASIN DIVERSION HELD IN RIO GRANDE RESERVOIR

This transbasin water was owned and controlled by the San Luis Valley Water Conservancy District and is currently held in Rio Grande Reservoir. A Substitute Water Supply Plan has been approved by the State Engineer for the additional uses of augmentation and recharge for this water. See Appendix F for documentation of purchase.

PINE RIVER WEMINUCHE PASS DITCH	
YEAR PURCHASED	AMOUNT (AF)
April 2014	500
April 2015	500
TOTAL	1,000

4.4 TABOR DITCH NO. 2 TRANSBASIN DIVERSION HELD IN RIO GRANDE RESERVOIR

This transbasin water is stored under decrees held by the CPW in Rio Grande Reservoir. The Tabor Ditch No. 2 and the Tabor Ditch No. 2 Enlargement, decreed by the District Court, in and for Montrose County in the Matter of the Adjudication of Priorities for Water Rights in Water District No. 62, in the State of Colorado, Case No. CA6981 (March 30, 1960). Such water rights were subsequently changed through a decree entered on December 29, 1979, in Case No. W-3549 in the District Court for Hinsdale County. A Substitute Water Supply Plan has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. See Appendix F for documentation of purchase

TABOR DITCH NO. 2	
YEAR PURCHASED	AMOUNT (AF)
February 2013	60.53
February 2014	50.48
TOTAL	111.01

4.5 TREASURE PASS DIVERSION DITCH AND FEEDER LATERALS DIRECT FLOW WATER STORED IN RIO GRANDE RESERVOIR

This transbasin water originates in Water Division No. 7 and is currently used in Water Division No. 3. Under the previously approved Substitute Water Supply Plan, the amount of water was measured and recorded as the water brought from the Colorado River Basin into the Rio Grande Basin. When the water reached the confluence with the Rio Grande, the water was exchanged into and stored in Rio Grande Reservoir, less appropriate transit losses. This diversion and exchange operated for 2013, 2014, and 2015 until December 31, 2015, and all water stored under the exchange for all years remain as property and under the control of Subdistrict No. 1. See Appendix F for documentation of purchase.

4.6 TREASURE PASS DIVERSION DITCH AND FEEDER LATERALS DIRECT FLOW WATER STORED IN RIO GRANDE RESERVOIR

This fully consumable water was purchased in March 2014 from the Klecker Ranch owned by Sid and Jan Klecker and is currently held in Rio Grande Reservoir. See Appendix F for documentation of purchase. This transbasin water originates in Water Division No. 7 and is currently used in Water Division No. 3. A Substitute Water Supply Plan has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge.

PINE RIVER WEMINUCHE PASS DITCH	
YEAR PURCHASED	AMOUNT (AF)
March 2014	100
April 2013	730.76
TOTAL	830.76

4.7 PIEDRA WATER RIGHTS STORED IN RIO GRANDE RESERVOIR

This transbasin water is stored under decrees held by CPW in Rio Grande Reservoir. It originates in Water Division No. 7 and is decreed to the South River Peak Ditch, the South River Peak Ditch Enlargement, the Don La Font Ditch No. 1, the Don La Font Ditch No. 2 and the Don La Font Ditch No. 2 Enlargement (collectively “Piedra Water Rights”). This water

was leased from CPW in June of 2014. This water will be subsequently released to replace injurious depletions under the direction of the Division Engineer for Water Division No. 3 to meet the requirements of the Subdistrict No. 1 ARP. A Substitute Water Supply Plan has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. See Appendix F for documentation of purchase.

PIEDRA	
YEAR PURCHASED	AMOUNT (AF)
JUNE 2014	500
TOTAL	500

4.8 SANTA MARIA RESERVOIR COMPANY SHARES

There is a remaining balance of 16,688.91 acre-feet of fully consumable water from the original 18,159.14 acre-feet of Santa Maria Reservoir Company water leased by Subdistrict No. 1. This water is in storage in Santa Maria and Continental Reservoirs and was accumulated from 2011 through 2017 storage seasons.

The Subdistrict will use the above listed water in this ARP plus the consumable water derived from leases of SMRC shares in the current Plan Year.

The Subdistrict does not hold any leases for 2020.

The additional fully consumable water supply from the 2019 leases combined with the carryover water supplies derived from the 2015-18 leases total 15,250 acre-feet. The Santa Maria fully consumable water delivered to Del Norte available to replace depletions would be $0.9 \times 15,250 = 13,725$ acre-feet.

The Santa Maria Reservoir Company filed an application with the Division 3 Water Court, Case No. 2013CW3002 to, among other things, add augmentation and recharge as additional uses under their current decrees. While the 2013CW3002 case was pending, the Santa Maria Reservoir Company filed annual requests for a Substitute Water Supply Plan to allow use of the water as requested in its Application. The State Engineer approved each request. On June 1, 2018, the Water Court approved the Santa Maria Reservoir Company’s Application and issued a Decree that, among other things, approved the use of water derived from the Santa Maria Reservoir Company shares for augmentation and recharge, subject to certain terms and conditions. Although an appeal to the Colorado Supreme Court of the Water is pending, the Water Court’s Decree has not been stayed and no SWSP is necessary for this ARP as any use of this water will be done in compliance with the June 1, 2018 Decree.

APPENDIX G

Santa Maria Shares Leased by Subdistrict No. 1

Santa Maria Leased Shares for 2011					
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires	
RG Canal	1706	10	1	2011	
RG Canal	2240	10	1	2011	
RG Canal	2261	10	1	2011	
RG Canal	2348	15	1	2011	
RG Canal	2426	10	1	2011	
RG Canal	2564	10	1	2011	
RG Canal	2570	10	1	2011	
RG Canal	2601	15	1	2011	
RG Canal	2602	15	1	2011	
RG Canal	2603	20	1	2011	
RG Canal	2615	20	1	2011	
RG Canal	2616	10	1	2011	
RG Canal	2617	10	1	2011	
RG Canal	2642	5	1	2011	
RG Canal	2643	10	1	2011	
RG Canal	2644	15	1	2011	
RG Canal	2677	20	1	2011	
RG Canal	2678	10	1	2011	
RG Canal	2679	10	1	2011	
RG Canal	2680	10	1	2011	
RG Canal	2681	10	1	2011	
RG Canal	2682	10	1	2011	
RG Canal	2834	10	1	2011	
RG Canal	2909	10	1	2011	
RG Canal	3005	10	1	2011	
RG Canal	3047	10	1	2011	
RG Canal	3057	20	1	2011	
RG Canal	3140	10	1	2011	
RG Canal	3141	10	1	2011	
RG Canal	3160	10	1	2011	
RG Canal	3162	20	1	2011	
RG Canal	3173	10	1	2011	
RG Canal	3220	10	1	2011	
RG Canal	3221	10	1	2011	
RG Canal	3248	10	1	2011	
RG Canal	3249	10	1	2011	
RG Canal	3304	5	1	2011	
RG Canal	3305	10	1	2011	
RG Canal	3311	10	1	2011	
RG Canal	3336	10	1	2011	
RG Canal	3341	10	1	2011	
RG Canal	3356	10	1	2011	

RG Canal	3368	10	1	2011
RG Canal	3396	5	1	2011
RG Canal	3424	20	1	2011
RG Canal	3427	10	1	2011
RG Canal	3428	10	1	2011
RG Canal	3459	10	1	2011
RG Canal	3461	10	1	2011
RG Canal	3462	10	1	2011
RG Canal	3558	10	1	2011
RG Canal	3559	10	1	2011
RG Canal	3568	10	1	2011
RG Canal	3623	10	1	2011
RG Canal	3650	5	1	2011
RG Canal	3651	2.5	1	2011
RG Canal	3652	7.5	1	2011
RG Canal	3704	10	1	2011
RG Canal	3716	10	1	2011
RG Canal	3717	20	1	2011
RG Canal	3746	10	1	2011
RG Canal	3747	15	1	2011
RG Canal	3772	10	1	2011
RG Canal	3774	10	1	2011
RG Canal	3775	10	1	2011
RG Canal	3782	10	1	2011
RG Canal	3791	5	1	2011
RG Canal	3792	10	1	2011
RG Canal	3796	15	1	2011
RG Canal	3802	10	1	2011
RG Canal	3803	10	1	2011
RG Canal	3815	10	1	2011
RG Canal	3820	10	1	2011
RG Canal	3826	10	1	2011
RG Canal	3827	10	1	2011
RG Canal	3828	10	1	2011
RG Canal	3830	20	1	2011
RG Canal	3831	10	1	2011
RG Canal	3832	10	1	2011
RG Canal	3833	10	1	2011
RG Canal	3834	10	1	2011
RG Canal	3835	10	1	2011
RG Canal	3836	10	1	2011
RG Canal	3838	10	1	2011
RG Canal	3839	10	1	2011
RG Canal	3843	10	1	2011
RG Canal	3849	10	1	2011
RG Canal	3850	10	1	2011
RG Canal	3855	40	1	2011
RG Canal	3858	40	1	2011
RG Canal	3859	10	1	2011
RG Canal	3867	5	1	2011

RG Canal	3868	5	1	2011
RG Canal	3869	10	1	2011
RG Canal	3871	5	1	2011
RG Canal	3889	15	1	2011
RG Canal	3890	10	1	2011
RG Canal	3891	10	1	2011
RG Canal	3892	20	1	2011
RG Canal	3893	10	1	2011
RG Canal	3898	10	1	2011
RG Canal	3901	5	1	2011
RG Canal	3902	5	1	2011
RG Canal	3909	5	1	2011
RG Canal	3915	10	1	2011
RG Canal	3934	10	1	2011
RG Canal	3938	10	1	2011
RG Canal	3939	10	1	2011
RG Canal	3962	10	1	2011
RG Canal	3963	10	1	2011
RG Canal	3968	10	1	2011
RG Canal	3969	10	1	2011
RG Canal	3970	10	1	2011
RG Canal	3973	10	1	2011
RG Canal	3974	10	1	2011
RG Canal	3977	10	1	2011
RG Canal	4015	10	1	2011
RG Canal	4017	10	1	2011
RG Canal	4020	10	1	2011
RG Canal	4036	10	1	2011
RG Canal	4038	10	1	2011
RG Canal	4039	10	1	2011
RG Canal	4047	10	1	2011
RG Canal	4048	10	1	2011
RG Canal	4050	5	1	2011
RG Canal	4056	10	1	2011
RG Canal	4068	10	1	2011
RG Canal	4075	10	1	2011
RG Canal	4076	10	1	2011
RG Canal	4077	10	1	2011
RG Canal	4079	20	1	2011
RG Canal	4080	10	1	2011
RG Canal	4081	10	1	2011
RG Canal	4084	10	1	2011
RG Canal	4085	10	1	2011
RG Canal	4094	10	1	2011
RG Canal	4096	10	1	2011
RG Canal	4097	10	1	2011
RG Canal	4098	10	1	2011
RG Canal	4099	10	1	2011
RG Canal	4099	10	1	2011
RG Canal	4100	10	1	2011

RG Canal	4113	5	1	2011
RG Canal	4114	10	1	2011
RG Canal	4118	30	1	2011
RG Canal	4119	10	1	2011
RG Canal	4128	10	1	2011
RG Canal	4131	10	1	2011
RG Canal	4132	10	1	2011
RG Canal	4170	10	1	2011
RG Canal	4171	10	1	2011
RG Canal	4174	10	1	2011
RG Canal	4175	10	1	2011
RG Canal	4176	5	1	2011
RG Canal	4178	10	1	2011
RG Canal	4179	10	1	2011
RG Canal	4182	20	1	2011
RG Canal	4183	10	1	2011
RG Canal	4184	10	1	2011
RG Canal	4185	10	1	2011
RG Canal	4186	10	1	2011
RG Canal	4187	20	1	2011
RG Canal	4188	10	1	2011
RG Canal	4189	10	1	2011
RG Canal	4190	10	1	2011
RG Canal	4193	10	1	2011
RG Canal	4195	10	1	2011
RG Canal	4196	10	1	2011
RG Canal	4197	10	1	2011
RG Canal	4198	10	1	2011
RG Canal	4199	10	1	2011
RG Canal	4205	10	1	2011
RG Canal	4210	10	1	2011
RG Canal	4212	20	1	2011
RG Canal	4213	20	1	2011
RG Canal	4222	10	1	2011
RG Canal	4223	10	1	2011
RG Canal	4224	10	1	2011
RG Canal	4225	5	1	2011
RG Canal	4226	20	1	2011

**Total RG Canal Shares Leased in
2011**

1980

MV Canal	2717	5	1	2011
MV Canal	2718	10	1	2011
MV Canal	2719	10	1	2011
MV Canal	3092	5	1	2011
MV Canal	3626	10	1	2011
MV Canal	3760	5	1	2011
MV Canal	3899	5	1	2011
MV Canal	4009	10	1	2011
MV Canal	4010	10	1	2011

MV Canal	4023	10	1	2011
MV Canal	4109	5	1	2011
MV Canal	4110	10	1	2011
MV Canal	4111	20	1	2011
MV Canal	4149	10	1	2011
MV Canal	4207	10	1	2011
Total MV Canal Shares Leased in 2011		135		
Total Shares Leased in 2011		2115		

Santa Maria Leased Shares for 2012				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG Canal	1489	10	1	2012
RG Canal	1706	10	1	2012
RG Canal	1777	10	1	2012
RG Canal	1786	10	1	2012
RG Canal	2114	10	1	2012
RG Canal	2142	10	1	2012
RG Canal	2240	10	1	2012
RG Canal	2348	15	1	2012
RG Canal	2601	15	1	2012
RG Canal	2602	15	1	2012
RG Canal	2603	20	1	2012
RG Canal	2679	10	1	2012
RG Canal	2680	10	1	2012
RG Canal	2681	10	1	2012
RG Canal	2682	10	1	2012
RG Canal	2789	10	1	2012
RG Canal	2826	10	1	2012
RG Canal	2827	10	1	2012
RG Canal	2828	10	1	2012
RG Canal	2897	10	1	2012
RG Canal	2960	10	1	2012
RG Canal	3005	10	1	2012
RG Canal	3023	10	1	2012
RG Canal	3047	10	1	2012
RG Canal	3088	10	1	2012
RG Canal	3089	30	1	2012
RG Canal	3094	5	1	2012
RG Canal	3140	10	1	2012
RG Canal	3141	10	1	2012
RG Canal	3187	10	1	2012
RG Canal	3189	10	1	2012
RG Canal	3190	10	1	2012

RG Canal	3206	5	1	2012
RG Canal	3207	10	1	2012
RG Canal	3220	10	1	2012
RG Canal	3221	10	1	2012
RG Canal	3291	10	1	2012
RG Canal	3310	10	1	2012
RG Canal	3311	10	1	2012
RG Canal	3368	10	1	2012
RG Canal	3397	10	1	2012
RG Canal	3419	35	1	2012
RG Canal	3441	10	1	2012
RG Canal	3449	10	1	2012
RG Canal	3459	10	1	2012
RG Canal	3461	10	1	2012
RG Canal	3462	10	1	2012
RG Canal	3486	10	1	2012
RG Canal	3487	10	1	2012
RG Canal	3557	10	1	2012
RG Canal	3558	10	1	2012
RG Canal	3559	10	1	2012
RG Canal	3586	10	1	2012
RG Canal	3572	10	1	2012
RG Canal	3604	5	1	2012
RG Canal	3614	20	1	2012
RG Canal	3618	10	1	2012
RG Canal	3638	30	1	2012
RG Canal	3645	15	1	2012
RG Canal	3682	5	1	2012
RG Canal	3683	5	1	2012
RG Canal	3684	10	1	2012
RG Canal	3717	20	1	2012
RG Canal	3723	10	1	2012
RG Canal	3746	10	1	2012
RG Canal	3747	15	1	2012
RG Canal	3756	10	1	2012
RG Canal	3757	10	1	2012
RG Canal	3786	10	1	2012
RG Canal	3787	10	1	2012
RG Canal	3788	15	1	2012
RG Canal	3789	10	1	2012
RG Canal	3790	10	1	2012
RG Canal	3791	5	1	2012
RG Canal	3792	10	1	2012
RG Canal	3793	5	1	2012
RG Canal	3795	10	1	2012
RG Canal	3796	15	1	2012
RG Canal	3797	10	1	2012
RG Canal	3810	10	1	2012
RG Canal	3811	10	1	2012
RG Canal	3812	5	1	2012

RG Canal	3813	7.5	1	2012
RG Canal	3814	2.5	1	2012
RG Canal	3816	30.8	1	2012
RG Canal	3818	10	1	2012
RG Canal	3819	10	1	2012
RG Canal	3821	7.5	1	2012
RG Canal	3822	2.5	1	2012
RG Canal	3838	10	1	2012
RG Canal	3839	10	1	2012
RG Canal	3849	10	1	2012
RG Canal	3850	10	1	2012
RG Canal	3878	40	1	2012
RG Canal	3859	10	1	2012
RG Canal	3860	10	1	2012
RG Canal	3869	10	1	2012
RG Canal	3871	5	1	2012
RG Canal	3876	10	1	2012
RG Canal	3891	10	1	2012
RG Canal	3893	10	1	2012
RG Canal	3909	5	1	2012
RG Canal	3932	10	1	2012
RG Canal	3937	10	1	2012
RG Canal	3947	5	1	2012
RG Canal	3948	5	1	2012
RG Canal	3949	5	1	2012
RG Canal	3950	5	1	2012
RG Canal	3951	12.5	1	2012
RG Canal	3952	12.5	1	2012
RG Canal	3953	7.5	1	2012
RG Canal	3954	7.5	1	2012
RG Canal	3962	10	1	2012
RG Canal	3963	10	1	2012
RG Canal	3965	10	1	2012
RG Canal	3968	10	1	2012
RG Canal	3975	10	1	2012
RG Canal	4003	5	1	2012
RG Canal	4005	10	1	2012
RG Canal	4017	10	1	2012
RG Canal	4027	10	1	2012
RG Canal	4028	10	1	2012
RG Canal	4029	10	1	2012
RG Canal	4030	20	1	2012
RG Canal	4060	10	1	2012
RG Canal	4061	5	1	2012
RG Canal	4065	30	1	2012
RG Canal	4075	10	1	2012
RG Canal	4076	10	1	2012
RG Canal	4077	10	1	2012
RG Canal	4078	10	1	2012
RG Canal	4081	10	1	2012

RG Canal	4094	10	1	2012
RG Canal	4105	10	1	2012
RG Canal	4107	10	1	2012
RG Canal	4113	5	1	2012
RG Canal	4118	30	1	2012
RG Canal	4120	10	1	2012
RG Canal	4135	10	1	2012
RG Canal	4136	10	1	2012
RG Canal	4140	10	1	2012
RG Canal	4141	10	1	2012
RG Canal	4142	7.5	1	2012
RG Canal	4143	7.5	1	2012
RG Canal	4146	10	1	2012
RG Canal	4147	10	1	2012
RG Canal	4150	10	1	2012
RG Canal	4151	15	1	2012
RG Canal	4152	10	1	2012
RG Canal	4159	10	1	2012
RG Canal	4160	10	1	2012
RG Canal	4161	25	1	2012
RG Canal	4162	10	1	2012
RG Canal	4163	10	1	2012
RG Canal	4164	10	1	2012
RG Canal	4165	5	1	2012
RG Canal	4166	10	1	2012
RG Canal	4167	10	1	2012
RG Canal	4170	10	1	2012
RG Canal	4179	10	1	2012
RG Canal	4182	20	1	2012
RG Canal	4183	10	1	2012
RG Canal	4184	10	1	2012
RG Canal	4185	10	1	2012
RG Canal	4186	10	1	2012
RG Canal	4187	20	1	2012
RG Canal	4188	10	1	2012
RG Canal	4189	10	1	2012
RG Canal	4194	10	1	2012
RG Canal	4200	10	1	2012
RG Canal	4203	20	1	2012
RG Canal	4209	10	1	2012
RG Canal	4210	10	1	2012
RG Canal	4226	20	1	2012
RG Canal	4227	10	1	2012
RG Canal	4228	5	1	2012
RG Canal	4229	10	1	2012
RG Canal	4230	10	1	2012
RG Canal	4231	5	1	2012
RG Canal	4232	10	1	2012
RG Canal	4240	5	1	2012
RG Canal	4242	10	1	2012

RG Canal	4243	10	1	2012
RG Canal	4244	10	1	2012
RG Canal	4245	10	1	2012
RG Canal	4246	10	1	2012
RG Canal	4247	10	1	2012
RG Canal	4250	10	1	2012
RG Canal	4261	10	1	2012
Total One Year Leases in 2012		2050.8		

RG Canal	2042	30	3	2014
RG Canal	2206	10	3	2014
RG Canal	2615	20	3	2014
RG Canal	2616	10	3	2014
RG Canal	2780	30	3	2014
RG Canal	2909	10	3	2014
RG Canal	3160	10	3	2014
RG Canal	3162	20	3	2014
RG Canal	3247	10	3	2014
RG Canal	3249	10	3	2014
RG Canal	3274	20	3	2014
RG Canal	3304	5	3	2014
RG Canal	3305	10	3	2014
RG Canal	3336	10	3	2014
RG Canal	3356	10	3	2014
RG Canal	3428	10	3	2014
RG Canal	3650	5	3	2014
RG Canal	3651	2.5	3	2014
RG Canal	3652	7.5	3	2014
RG Canal	3716	10	3	2014
RG Canal	3772	10	3	2014
RG Canal	3802	10	3	2014
RG Canal	3803	10	3	2014
RG Canal	3820	10	3	2014
RG Canal	3855	40	3	2014
RG Canal	3889	15	3	2014
RG Canal	3890	10	3	2014
RG Canal	3898	10	3	2014
RG Canal	3915	10	3	2014
RG Canal	3939	10	3	2014
RG Canal	3958	10	3	2014
RG Canal	3969	10	3	2014
RG Canal	4068	10	3	2014
RG Canal	4099	10	3	2014
RG Canal	4128	10	3	2014
RG Canal	4156	10	3	2014
RG Canal	4174	10	3	2014
RG Canal	4175	10	3	2014
RG Canal	4176	5	3	2014
RG Canal	4205	10	3	2014
RG Canal	4212	20	3	2014

RG Canal	5677	10	3	2014
Total Three Year Leases in 2012		510		
RG Canal	2261	10	5	2016
RG Canal	2426	10	5	2016
RG Canal	2570	10	5	2016
RG Canal	2642	5	5	2016
RG Canal	2643	10	5	2016
RG Canal	2644	15	5	2016
RG Canal	2677	20	5	2016
RG Canal	2678	10	5	2016
RG Canal	2834	10	5	2016
RG Canal	3057	20	5	2016
RG Canal	3170	10	5	2016
RG Canal	3173	10	5	2016
RG Canal	3424	20	5	2016
RG Canal	3436	5	5	2016
RG Canal	3623	10	5	2016
RG Canal	3774	10	5	2016
RG Canal	3775	10	5	2016
RG Canal	3782	10	5	2016
RG Canal	3815	10	5	2016
RG Canal	3826	10	5	2016
RG Canal	3827	10	5	2016
RG Canal	3828	10	5	2016
RG Canal	3830	20	5	2016
RG Canal	3831	10	5	2016
RG Canal	3832	10	5	2016
RG Canal	3833	10	5	2016
RG Canal	3834	10	5	2016
RG Canal	3835	10	5	2016
RG Canal	3836	10	5	2016
RG Canal	3843	10	5	2016
RG Canal	3902	5	5	2016
RG Canal	3934	10	5	2016
RG Canal	3973	10	5	2016
RG Canal	3974	10	5	2016
RG Canal	3977	10	5	2016
RG Canal	4015	10	5	2016
RG Canal	4020	10	5	2016
RG Canal	4036	10	5	2016
RG Canal	4038	10	5	2016
RG Canal	4039	10	5	2016
RG Canal	4048	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4080	10	5	2016
RG Canal	4084	10	5	2016
RG Canal	4085	10	5	2016

RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119	10	5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016
RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016
RG Canal	4225	5	5	2016
RG Canal	4239	10	5	2016
RG Canal	4270	10	5	2016
Total Five Year Leases in 2012		<u>725</u>		
Total Shares Leased in 2012		<u>3285.8</u>		

Santa Maria Leased Shares for 2013				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG Canal	1489	10	1	2013
RG Canal	1777	10	1	2013
RG Canal	2240	10	1	2013
RG Canal	2601	15	1	2013
RG Canal	2602	15	1	2013
RG Canal	2603	20	1	2013
RG Canal	2679	10	1	2013
RG Canal	2680	10	1	2013
RG Canal	2681	10	1	2013
RG Canal	2682	10	1	2013
RG Canal	2826	10	1	2013
RG Canal	2827	10	1	2013
RG Canal	2828	10	1	2013
RG Canal	2897	10	1	2013
RG Canal	3005	10	1	2013
RG Canal	3047	10	1	2013

RG Canal	3088	10	1	2013
RG Canal	3089	30	1	2013
RG Canal	3140	10	1	2013
RG Canal	3141	10	1	2013
RG Canal	3187	10	1	2013
RG Canal	3189	10	1	2013
RG Canal	3190	10	1	2013
RG Canal	3220	10	1	2013
RG Canal	3221	10	1	2013
RG Canal	3291	10	1	2013
RG Canal	3311	10	1	2013
RG Canal	3368	10	1	2013
RG Canal	3396	5	1	2013
RG Canal	3402	10	1	2013
RG Canal	3419	35	1	2013
RG Canal	3441	10	1	2013
RG Canal	3449	10	1	2013
RG Canal	3461	10	1	2013
RG Canal	3462	10	1	2013
RG Canal	3558	10	1	2013
RG Canal	3559	10	1	2013
RG Canal	3568	10	1	2013
RG Canal	3591	10	1	2013
RG Canal	3604	5	1	2013
RG Canal	3618	10	1	2013
RG Canal	3645	15	1	2013
RG Canal	3717	20	1	2013
RG Canal	3746	10	1	2013
RG Canal	3747	15	1	2013
RG Canal	3757	10	1	2013
RG Canal	3786	10	1	2013
RG Canal	3787	10	1	2013
RG Canal	3790	10	1	2013
RG Canal	3791	5	1	2013
RG Canal	3792	10	1	2013
RG Canal	3795	10	1	2013
RG Canal	3796	15	1	2013
RG Canal	3797	10	1	2013
RG Canal	3804	10	1	2013
RG Canal	3806	10	1	2013
RG Canal	3810	10	1	2013
RG Canal	3811	10	1	2013
RG Canal	3812	5	1	2013
RG Canal	3813	7.5	1	2013
RG Canal	3814	2.5	1	2013
RG Canal	3818	10	1	2013
RG Canal	3819	10	1	2013
RG Canal	3821	7.5	1	2013
RG Canal	3822	2.5	1	2013
RG Canal	3838	10	1	2013

RG Canal	3839	10	1	2013
RG Canal	3858	40	1	2013
RG Canal	3867	5	1	2013
RG Canal	3868	5	1	2013
RG Canal	3871	5	1	2013
RG Canal	3891	10	1	2013
RG Canal	3893	10	1	2013
RG Canal	3909	5	1	2013
RG Canal	3923	10	1	2013
RG Canal	3951	25	1	2013
RG Canal	3962	10	1	2013
RG Canal	3963	10	1	2013
RG Canal	3968	10	1	2013
RG Canal	3975	10	1	2013
RG Canal	4003	5	1	2013
RG Canal	4011	10	1	2013
RG Canal	4012	10	1	2013
RG Canal	4017	10	1	2013
RG Canal	4027	10	1	2013
RG Canal	4028	10	1	2013
RG Canal	4029	10	1	2013
RG Canal	4030	20	1	2013
RG Canal	4060	10	1	2013
RG Canal	4061	5	1	2013
RG Canal	4065	30	1	2013
RG Canal	4075	10	1	2013
RG Canal	4076	10	1	2013
RG Canal	4077	10	1	2013
RG Canal	4078	10	1	2013
RG Canal	4081	10	1	2013
RG Canal	4094	10	1	2013
RG Canal	4101	5	1	2013
RG Canal	4102	10	1	2013
RG Canal	4105	10	1	2013
RG Canal	4113	5	1	2013
RG Canal	4120	10	1	2013
RG Canal	4135	10	1	2013
RG Canal	4136	10	1	2013
RG Canal	4140	10	1	2013
RG Canal	4141	10	1	2013
RG Canal	4142	7.5	1	2013
RG Canal	4143	7.5	1	2013
RG Canal	4146	10	1	2013
RG Canal	4147	10	1	2013
RG Canal	4150	10	1	2013
RG Canal	4151	15	1	2013
RG Canal	4152	10	1	2013
RG Canal	4159	10	1	2013
RG Canal	4160	10	1	2013
RG Canal	4161	25	1	2013

RG Canal	4162	10	1	2013
RG Canal	4163	10	1	2013
RG Canal	4164	10	1	2013
RG Canal	4165	5	1	2013
RG Canal	4166	10	1	2013
RG Canal	4167	10	1	2013
RG Canal	4170	10	1	2013
RG Canal	4179	10	1	2013
RG Canal	4182	20	1	2013
RG Canal	4183	10	1	2013
RG Canal	4184	10	1	2013
RG Canal	4185	10	1	2013
RG Canal	4186	10	1	2013
RG Canal	4187	20	1	2013
RG Canal	4188	10	1	2013
RG Canal	4189	10	1	2013
RG Canal	4203	20	1	2013
RG Canal	4209	10	1	2013
RG Canal	4210	10	1	2013
RG Canal	4226	20	1	2013
RG Canal	4240	5	1	2013
RG Canal	4242	10	1	2013
RG Canal	4250	10	1	2013
RG Canal	4261	10	1	2013
RG Canal	4271	10	1	2013
RG Canal	4273	10	1	2013
RG Canal	4274	7.5	1	2013
RG Canal	4275	10	1	2013
RG Canal	4278	7.5	1	2013
RG Canal	4290	20	1	2013

Total One Year Leases in 2013 1595

RG Canal	1706	10	3	2015
RG Canal	1786	10	3	2015
RG Canal	2042	30	3	2014
RG Canal	2114	10	3	2015
RG Canal	2142	10	3	2015
RG Canal	2206	10	3	2014
RG Canal	2615	20	3	2014
RG Canal	2616	10	3	2014
RG Canal	2780	30	3	2014
RG Canal	2789	10	3	2015
RG Canal	2818	10	3	2015
RG Canal	2909	10	3	2014
RG Canal	3023	10	3	2015
RG Canal	3160	10	3	2014
RG Canal	3162	20	3	2014
RG Canal	3247	10	3	2014
RG Canal	3249	10	3	2014
RG Canal	3274	20	3	2014

RG Canal	3304	5	3	2014
RG Canal	3305	10	3	2014
RG Canal	3310	10	3	2015
RG Canal	3336	10	3	2014
RG Canal	3356	10	3	2014
RG Canal	3428	10	3	2014
RG Canal	3459	10	3	2015
RG Canal	3486	10	3	2015
RG Canal	3487	10	3	2015
RG Canal	3650	5	3	2014
RG Canal	3651	2.5	3	2014
RG Canal	3652	7.5	3	2014
RG Canal	3682	5	3	2015
RG Canal	3683	5	3	2015
RG Canal	3684	10	3	2015
RG Canal	3716	10	3	2014
RG Canal	3723	10	3	2015
RG Canal	3772	10	3	2014
RG Canal	3788	15	3	2015
RG Canal	3789	10	3	2015
RG Canal	3802	10	3	2014
RG Canal	3803	10	3	2014
RG Canal	3816	30.8	3	2015
RG Canal	3820	10	3	2014
RG Canal	3849	10	3	2015
RG Canal	3850	10	3	2015
RG Canal	3855	40	3	2014
RG Canal	3859	10	3	2015
RG Canal	3860	10	3	2015
RG Canal	3869	10	3	2015
RG Canal	3876	10	3	2015
RG Canal	3889	15	3	2014
RG Canal	3890	10	3	2014
RG Canal	3898	10	3	2014
RG Canal	3915	10	3	2014
RG Canal	3932	10	3	2015
RG Canal	3937	10	3	2015
RG Canal	3939	10	3	2014
RG Canal	3958	10	3	2014
RG Canal	3969	10	3	2014
RG Canal	4005	10	3	2015
RG Canal	4068	10	3	2014
RG Canal	4099	10	3	2014
RG Canal	4128	10	3	2014
RG Canal	4156	10	3	2014
RG Canal	4174	10	3	2014
RG Canal	4175	10	3	2014
RG Canal	4176	5	3	2014
RG Canal	4194	10	3	2015
RG Canal	4200	10	3	2015

RG Canal	4201	10	3	2015
RG Canal	4205	10	3	2014
RG Canal	4212	20	3	2014
RG Canal	4247	10	3	2015
RG Canal	4262	10	3	2015
RG Canal	5677	10	3	2014
Total Three Year Leases in				
2013		845.8		

RG Canal	2261	10	5	2016
RG Canal	2426	10	5	2016
RG Canal	2570	10	5	2016
RG Canal	2642	5	5	2016
RG Canal	2643	10	5	2016
RG Canal	2644	15	5	2016
RG Canal	2677	20	5	2016
RG Canal	2678	10	5	2016
RG Canal	2834	10	5	2016
RG Canal	3057	20	5	2016
RG Canal	3170	10	5	2016
RG Canal	3173	10	5	2016
RG Canal	3341	10	5	2017
RG Canal	3424	20	5	2016
RG Canal	3436	5	5	2016
RG Canal	3623	10	5	2016
RG Canal	3774	10	5	2016
RG Canal	3775	10	5	2016
RG Canal	3782	10	5	2016
RG Canal	3815	10	5	2016
RG Canal	3826	10	5	2016
RG Canal	3827	10	5	2016
RG Canal	3828	10	5	2016
RG Canal	3830	20	5	2016
RG Canal	3831	10	5	2016
RG Canal	3832	10	5	2016
RG Canal	3833	10	5	2016
RG Canal	3834	10	5	2016
RG Canal	3835	10	5	2016
RG Canal	3836	10	5	2016
RG Canal	3843	10	5	2016
RG Canal	3902	5	5	2016
RG Canal	3934	10	5	2016
RG Canal	3973	10	5	2016
RG Canal	3977	10	5	2016
RG Canal	4015	10	5	2016
RG Canal	4020	10	5	2016
RG Canal	4036	10	5	2016
RG Canal	4038	10	5	2016
RG Canal	4039	10	5	2016
RG Canal	4048	10	5	2016

RG Canal	4079	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4080	10	5	2016
RG Canal	4084	10	5	2016
RG Canal	4085	10	5	2016
RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119	10	5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016
RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016
RG Canal	4225	5	5	2016
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017
RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4239	10	5	2016
RG Canal	4270	10	5	2016
RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017

Total Five Year Leases in 2013 795

Total Shares Leased in 2013 3235.8

Santa Maria Leased Shares for 2014				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG Canal	1489	10	1	2014
RG Canal	2211	20	1	2014
RG Canal	2240	10	1	2014
RG Canal	2348	15	1	2014

RG Canal	2601	15	1	2014
RG Canal	2602	15	1	2014
RG Canal	2603	20	1	2014
RG Canal	2679	10	1	2014
RG Canal	2680	10	1	2014
RG Canal	2681	10	1	2014
RG Canal	2682	10	1	2014
RG Canal	2826	10	1	2014
RG Canal	2827	10	1	2014
RG Canal	2828	10	1	2014
RG Canal	2897	10	1	2014
RG Canal	3005	10	1	2014
RG Canal	3031	10	1	2014
RG Canal	3032	10	1	2014
RG Canal	3033	5	1	2014
RG Canal	3047	10	1	2014
RG Canal	3088	10	1	2014
RG Canal	3089	30	1	2014
RG Canal	3140	10	1	2014
RG Canal	3141	10	1	2014
RG Canal	3187	10	1	2014
RG Canal	3189	10	1	2014
RG Canal	3190	10	1	2014
RG Canal	3220	10	1	2014
RG Canal	3221	10	1	2014
RG Canal	3291	10	1	2014
RG Canal	3311	10	1	2014
RG Canal	3368	10	1	2014
RG Canal	3419	35	1	2014
RG Canal	3441	10	1	2014
RG Canal	3449	10	1	2014
RG Canal	3461	10	1	2014
RG Canal	3462	10	1	2014
RG Canal	3568	10	1	2014
RG Canal	3591	10	1	2014
RG Canal	3604	5	1	2014
RG Canal	3618	10	1	2014
RG Canal	3645	15	1	2014
RG Canal	3717	20	1	2014
RG Canal	3746	10	1	2014
RG Canal	3747	15	1	2014
RG Canal	3757	10	1	2014
RG Canal	3786	10	1	2014
RG Canal	3787	10	1	2014
RG Canal	3790	10	1	2014
RG Canal	3791	5	1	2014
RG Canal	3792	10	1	2014
RG Canal	3795	10	1	2014
RG Canal	3796	15	1	2014
RG Canal	3806	10	1	2014

RG Canal	3810	10	1	2014
RG Canal	3811	10	1	2014
RG Canal	3818	10	1	2014
RG Canal	3819	10	1	2014
RG Canal	3838	10	1	2014
RG Canal	3839	10	1	2014
RG Canal	3858	40	1	2014
RG Canal	3871	5	1	2014
RG Canal	3891	10	1	2014
RG Canal	3893	10	1	2014
RG Canal	3909	5	1	2014
RG Canal	3962	10	1	2014
RG Canal	3963	10	1	2014
RG Canal	4003	5	1	2014
RG Canal	4017	10	1	2014
RG Canal	4027	10	1	2014
RG Canal	4028	10	1	2014
RG Canal	4029	10	1	2014
RG Canal	4030	20	1	2014
RG Canal	4075	10	1	2014
RG Canal	4076	10	1	2014
RG Canal	4077	10	1	2014
RG Canal	4078	10	1	2014
RG Canal	4094	10	1	2014
RG Canal	4101	10	1	2014
RG Canal	4102	10	1	2014
RG Canal	4105	5	1	2014
RG Canal	4113	5	1	2014
RG Canal	4118	30	1	2014
RG Canal	4120	10	1	2014
RG Canal	4135	10	1	2014
RG Canal	4140	10	1	2014
RG Canal	4141	10	1	2014
RG Canal	4142	7.5	1	2014
RG Canal	4143	7.5	1	2014
RG Canal	4146	10	1	2014
RG Canal	4147	10	1	2014
RG Canal	4150	10	1	2014
RG Canal	4151	15	1	2014
RG Canal	4152	10	1	2014
RG Canal	4159	10	1	2014
RG Canal	4160	10	1	2014
RG Canal	4161	25	1	2014
RG Canal	4162	10	1	2014
RG Canal	4163	10	1	2014
RG Canal	4164	10	1	2014
RG Canal	4165	5	1	2014
RG Canal	4166	10	1	2014
RG Canal	4167	10	1	2014
RG Canal	4170	10	1	2014

RG Canal	4179	10	1	2014
RG Canal	4209	10	1	2014
RG Canal	4210	10	1	2014
RG Canal	4242	10	1	2014
RG Canal	4243	10	1	2014
RG Canal	4244	10	1	2014
RG Canal	4271	10	1	2014
RG Canal	4272	25	1	2014
RG Canal	4273	10	1	2014
RG Canal	4274	7.5	1	2014
RG Canal	4275	10	1	2014
RG Canal	4276	30	1	2014
RG Canal	4278	7.5	1	2014
RG Canal	4281	10	1	2014
RG Canal	4282	5	1	2014
RG Canal	4285	10	1	2014
RG Canal	4287	10	1	2014
RG Canal	4290	20	1	2014
RG Canal	4296	10	1	2014
RG Canal	4305	20	1	2014
RG Canal	4307	20	1	2014
RG Canal	4308	10	1	2014
RG Canal	4309	10	1	2014
RG Canal	4310	10	1	2014
RG Canal	4311	10	1	2014
RG Canal	4312	20	1	2014
RG Canal	4313	10	1	2014
RG Canal	4314	10	1	2014
RG Canal	4317	10	1	2014
RG Canal	4335	10	1	2014
RG Canal	4336	10	1	2014

Total One Year Leases in 2014 1550

RG Canal	1706	10	3	2015
RG Canal	1786	10	3	2015
RG Canal	2042	30	3	2014
RG Canal	2114	10	3	2015
RG Canal	2142	10	3	2015
RG Canal	2206	10	3	2014
RG Canal	2615	20	3	2014
RG Canal	2616	10	3	2014
RG Canal	2780	30	3	2014
RG Canal	2818	10	3	2015
RG Canal	2909	10	3	2014
RG Canal	3160	10	3	2014
RG Canal	3162	20	3	2014
RG Canal	3247	10	3	2014
RG Canal	3249	10	3	2014
RG Canal	3274	20	3	2014
RG Canal	3304	5	3	2014

RG Canal	3305	10	3	2014
RG Canal	3310	10	3	2015
RG Canal	3336	10	3	2014
RG Canal	3356	10	3	2014
RG Canal	3396	5	3	2016
RG Canal	3428	10	3	2014
RG Canal	3459	10	3	2015
RG Canal	3486	10	3	2015
RG Canal	3487	10	3	2015
RG Canal	3558	10	3	2016
RG Canal	3559	10	3	2016
RG Canal	3650	5	3	2014
RG Canal	3651	2.5	3	2014
RG Canal	3652	7.5	3	2014
RG Canal	3682	5	3	2015
RG Canal	3683	5	3	2015
RG Canal	3684	10	3	2015
RG Canal	3716	10	3	2014
RG Canal	3723	10	3	2015
RG Canal	3772	10	3	2014
RG Canal	3788	15	3	2015
RG Canal	3789	10	3	2015
RG Canal	3797	10	3	2016
RG Canal	3802	10	3	2014
RG Canal	3803	10	3	2014
RG Canal	3812	5	3	2016
RG Canal	3813	7.5	3	2016
RG Canal	3814	2.5	3	2016
RG Canal	3816	30.8	3	2015
RG Canal	3820	10	3	2014
RG Canal	3821	7.5	3	2016
RG Canal	3822	2.5	3	2016
RG Canal	3849	10	3	2015
RG Canal	3850	10	3	2015
RG Canal	3855	40	3	2014
RG Canal	3859	10	3	2015
RG Canal	3860	10	3	2015
RG Canal	3867	5	3	2016
RG Canal	3868	5	3	2016
RG Canal	3869	10	3	2015
RG Canal	3876	10	3	2015
RG Canal	3889	15	3	2014
RG Canal	3890	10	3	2014
RG Canal	3898	10	3	2014
RG Canal	3915	10	3	2014
RG Canal	3932	10	3	2015
RG Canal	3937	10	3	2015
RG Canal	3939	10	3	2014
RG Canal	3958	10	3	2014
RG Canal	3968	10	3	2016

RG Canal	3969	10	3	2014
RG Canal	4005	10	3	2015
RG Canal	4068	10	3	2014
RG Canal	4081	10	3	2016
RG Canal	4099	10	3	2014
RG Canal	4127	10	3	2016
RG Canal	4128	10	3	2014
RG Canal	4156	10	3	2014
RG Canal	4174	10	3	2014
RG Canal	4175	10	3	2014
RG Canal	4176	5	3	2014
RG Canal	4194	10	3	2015
RG Canal	4200	10	3	2015
RG Canal	4201	10	3	2015
RG Canal	4205	10	3	2014
RG Canal	4212	20	3	2014
RG Canal	4226	20	3	2016
RG Canal	4247	10	3	2015
RG Canal	4250	10	3	2016
RG Canal	4261	10	3	2016
RG Canal	4262	10	3	2015
RG Canal	4315	10	3	2016
RG Canal	5677	10	3	2014

**Total Three Year Leases in
2014** 975.8

RG Canal	2261	10	5	2016
RG Canal	2426	10	5	2016
RG Canal	2570	10	5	2016
RG Canal	2642	5	5	2016
RG Canal	2643	10	5	2016
RG Canal	2644	15	5	2016
RG Canal	2677	20	5	2018
RG Canal	2678	10	5	2018
RG Canal	2834	10	5	2016
RG Canal	3057	20	5	2016
RG Canal	3170	10	5	2016
RG Canal	3173	10	5	2016
RG Canal	3341	10	5	2017
RG Canal	3424	20	5	2016
RG Canal	3436	5	5	2016
RG Canal	3623	10	5	2016
RG Canal	3774	10	5	2016
RG Canal	3775	10	5	2016
RG Canal	3782	10	5	2016
RG Canal	3815	10	5	2016
RG Canal	3826	10	5	2016
RG Canal	3827	10	5	2016
RG Canal	3828	10	5	2016
RG Canal	3830	20	5	2016

RG Canal	3831	10	5	2016
RG Canal	3832	10	5	2016
RG Canal	3833	10	5	2016
RG Canal	3834	10	5	2016
RG Canal	3835	10	5	2016
RG Canal	3836	10	5	2016
RG Canal	3843	10	5	2016
RG Canal	3902	5	5	2016
RG Canal	3934	10	5	2016
RG Canal	3973	10	5	2016
RG Canal	3974	10	5	2016
RG Canal	3977	10	5	2016
RG Canal	4015	10	5	2016
RG Canal	4020	10	5	2016
RG Canal	4036	10	5	2016
RG Canal	4038	10	5	2016
RG Canal	4039	10	5	2016
RG Canal	4048	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4080	10	5	2016
RG Canal	4084	10	5	2016
RG Canal	4085	10	5	2016
RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119	10	5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016
RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016
RG Canal	4225	5	5	2016
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017
RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4270	10	5	2016

RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017
Total Five Year Leases in 2014		795		

Total Shares Leased in 2014 3320.8

Santa Maria Leased Shares for 2015				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG Canal	10	10	1	2015
RG Canal	2035	10	1	2015
RG Canal	2348	15	1	2015
RG Canal	2679	10	1	2015
RG Canal	2680	10	1	2015
RG Canal	2681	10	1	2015
RG Canal	2681	10	1	2015
RG Canal	2897	10	1	2015
RG Canal	2909	10	1	2015
RG Canal	3005	10	1	2015
RG Canal	3031	10	1	2015
RG Canal	3032	10	1	2015
RG Canal	3033	5	1	2015
RG Canal	3047	10	1	2015
RG Canal	3088	10	1	2015
RG Canal	3089	30	1	2015
RG Canal	3187	10	1	2015
RG Canal	3189	10	1	2015
RG Canal	3190	10	1	2015
RG Canal	3220	10	1	2015
RG Canal	3221	10	1	2015
RG Canal	3291	10	1	2015
RG Canal	3419	35	1	2015
RG Canal	3441	10	1	2015
RG Canal	3591	10	1	2015
RG Canal	3604	5	1	2015
RG Canal	3618	10	1	2015
RG Canal	3717	20	1	2015
RG Canal	3757	10	1	2015
RG Canal	3786	10	1	2015
RG Canal	3787	10	1	2015
RG Canal	3790	10	1	2015
RG Canal	3791	5	1	2015
RG Canal	3792	10	1	2015
RG Canal	3796	15	1	2015
RG Canal	3804	10	1	2015
RG Canal	3838	10	1	2015
RG Canal	3839	10	1	2015

RG Canal	3858	40	1	2015
RG Canal	3871	5	1	2015
RG Canal	3891	10	1	2015
RG Canal	3893	10	1	2015
RG Canal	3909	5	1	2015
RG Canal	3962	10	1	2015
RG Canal	3963	10	1	2015
RG Canal	4027	10	1	2015
RG Canal	4028	10	1	2015
RG Canal	4029	10	1	2015
RG Canal	4030	20	1	2015
RG Canal	4094	10	1	2015
RG Canal	4101	5	1	2015
RG Canal	4102	10	1	2015
RG Canal	4105	10	1	2015
RG Canal	4113	5	1	2015
RG Canal	4118	30	1	2015
RG Canal	4120	10	1	2015
RG Canal	4140	10	1	2015
RG Canal	4141	10	1	2015
RG Canal	4142	7.5	1	2015
RG Canal	4143	7.5	1	2015
RG Canal	4146	10	1	2015
RG Canal	4156	10	1	2015
RG Canal	4159	10	1	2015
RG Canal	4160	10	1	2015
RG Canal	4161	25	1	2015
RG Canal	4162	10	1	2015
RG Canal	4163	10	1	2015
RG Canal	4164	10	1	2015
RG Canal	4165	5	1	2015
RG Canal	4166	10	1	2015
RG Canal	4167	10	1	2015
RG Canal	4205	10	1	2015
RG Canal	4209	10	1	2015
RG Canal	4242	10	1	2015
RG Canal	4271	10	1	2015
RG Canal	4272	25	1	2015
RG Canal	4273	10	1	2015
RG Canal	4274	7.5	1	2015
RG Canal	4275	10	1	2015
RG Canal	4276	30	1	2015
RG Canal	4278	7.5	1	2015
RG Canal	4281	10	1	2015
RG Canal	4285	10	1	2015
RG Canal	4287	10	1	2015
RG Canal	4296	10	1	2015
RG Canal	4305	20	1	2015
RG Canal	4307	20	1	2015
RG Canal	4308	10	1	2015

RG Canal	4309	10	1	2015
RG Canal	4310	10	1	2015
RG Canal	4311	10	1	2015
RG Canal	4312	20	1	2015
RG Canal	4313	10	1	2015
RG Canal	4314	10	1	2015
RG Canal	4322	10	1	2015
RG Canal	4326	10	1	2015
RG Canal	4333	10	1	2015
Total One Year Leases in 2015		1125		

RG Canal	1489	10	3	2017
RG Canal	1706	10	3	2015
RG Canal	1786	10	3	2015
RG Canal	2114	10	3	2015
RG Canal	2142	10	3	2015
RG Canal	2206	10	3	2017
RG Canal	2818	10	3	2015
RG Canal	3160	10	3	2017
RG Canal	3304	5	3	2017
RG Canal	3305	10	3	2017
RG Canal	3310	10	3	2015
RG Canal	3336	10	3	2017
RG Canal	3356	10	3	2017
RG Canal	3368	10	3	2017
RG Canal	3396	5	3	2016
RG Canal	3459	10	3	2015
RG Canal	3486	10	3	2015
RG Canal	3487	10	3	2015
RG Canal	3558	10	3	2016
RG Canal	3559	10	3	2016
RG Canal	3650	5	3	2017
RG Canal	3651	2.5	3	2017
RG Canal	3652	7.5	3	2017
RG Canal	3682	5	3	2015
RG Canal	3683	5	3	2015
RG Canal	3684	10	3	2015
RG Canal	3716	10	3	2017
RG Canal	3723	10	3	2015
RG Canal	3788	15	3	2015
RG Canal	3789	10	3	2015
RG Canal	3795	10	3	2017
RG Canal	3797	10	3	2016
RG Canal	3802	10	3	2017
RG Canal	3803	10	3	2017
RG Canal	3812	5	3	2016
RG Canal	3813	7.5	3	2016
RG Canal	3814	2.5	3	2016
RG Canal	3816	30.8	3	2015
RG Canal	3821	7.5	3	2016

RG Canal	3822	2.5	3	2016
RG Canal	3849	10	3	2015
RG Canal	3850	10	3	2015
RG Canal	3855	40	3	2017
RG Canal	3859	10	3	2015
RG Canal	3860	10	3	2015
RG Canal	3867	5	3	2016
RG Canal	3868	5	3	2016
RG Canal	3869	10	3	2015
RG Canal	3876	10	3	2015
RG Canal	3889	15	3	2017
RG Canal	3890	10	3	2017
RG Canal	3898	10	3	2017
RG Canal	3932	10	3	2015
RG Canal	3937	10	3	2015
RG Canal	3968	10	3	2016
RG Canal	4005	10	3	2015
RG Canal	4068	10	3	2017
RG Canal	4081	10	3	2016
RG Canal	4127	10	3	2016
RG Canal	4128	10	3	2017
RG Canal	4170	10	3	2017
RG Canal	4174	10	3	2017
RG Canal	4175	10	3	2017
RG Canal	4176	5	3	2017
RG Canal	4179	10	3	2017
RG Canal	4194	10	3	2015
RG Canal	4200	10	3	2015
RG Canal	4201	10	3	2015
RG Canal	4212	20	3	2017
RG Canal	4226	20	3	2016
RG Canal	4247	10	3	2015
RG Canal	4250	10	3	2016
RG Canal	4261	10	3	2016
RG Canal	4262	10	3	2015
RG Canal	4282	5	3	2017
RG Canal	4290	20	3	2017
RG Canal	4315	10	3	2016
RG Canal	4335	10	3	2017
RG Canal	4336	10	3	2017
RG Canal	4352	5	3	2017
RG Canal	4358	25	3	2017
RG Canal	4359	30	3	2017
RG Canal	4360	10	3	2017
RG Canal	4361	10	3	2017
RG Canal	4362	10	3	2017
RG Canal	4363	25	3	2017
RG Canal	4364	35	3	2017
RG Canal	4365	20	3	2017
RG Canal	4366	10	3	2017

RG Canal	4367	20	3	2017
Total Three Year Leases in 2015		1000.8		
RG Canal	2261	10	5	2016
RG Canal	2426	10	5	2016
RG Canal	2570	10	5	2016
RG Canal	2615	20	5	2019
RG Canal	2616	10	5	2019
RG Canal	2642	5	5	2016
RG Canal	2643	10	5	2016
RG Canal	2644	15	5	2016
RG Canal	2677	20	5	2018
RG Canal	2678	10	5	2018
RG Canal	2834	10	5	2016
RG Canal	3057	20	5	2016
RG Canal	3162	20	5	2019
RG Canal	3170	10	5	2016
RG Canal	3173	10	5	2016
RG Canal	3247	10	5	2019
RG Canal	3249	10	5	2019
RG Canal	3341	10	5	2017
RG Canal	3424	20	5	2016
RG Canal	3428	10	5	2019
RG Canal	3436	5	5	2016
RG Canal	3623	10	5	2016
RG Canal	3772	10	5	2019
RG Canal	3774	10	5	2016
RG Canal	3775	10	5	2016
RG Canal	3782	10	5	2016
RG Canal	3815	10	5	2016
RG Canal	3818	10	5	2019
RG Canal	3819	10	5	2019
RG Canal	3820	10	5	2019
RG Canal	3826	10	5	2016
RG Canal	3827	10	5	2016
RG Canal	3828	10	5	2016
RG Canal	3830	20	5	2016
RG Canal	3831	10	5	2016
RG Canal	3832	10	5	2016
RG Canal	3833	10	5	2016
RG Canal	3834	10	5	2016
RG Canal	3835	10	5	2016
RG Canal	3836	10	5	2016
RG Canal	3843	10	5	2016
RG Canal	3902	5	5	2016
RG Canal	3915	10	5	2019
RG Canal	3934	10	5	2016
RG Canal	3939	10	5	2019
RG Canal	3958	10	5	2019

RG Canal	3969	10	5	2019
RG Canal	3973	10	5	2016
RG Canal	3974	10	5	2016
RG Canal	3977	10	5	2016
RG Canal	4015	10	5	2016
RG Canal	4020	10	5	2016
RG Canal	4036	10	5	2016
RG Canal	4038	10	5	2016
RG Canal	4039	10	5	2016
RG Canal	4048	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4080	10	5	2016
RG Canal	4084	10	5	2016
RG Canal	4085	10	5	2016
RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4099	10	5	2019
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119	10	5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016
RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016
RG Canal	4225	5	5	2016
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017
RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4270	10	5	2016
RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017
RG Canal	5677	10	5	2019

Total Five Year Leases in 2015 975

Total Shares Leased in 2015 3100.8

Santa Maria Leased Shares for 2016				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG Canal	1489	10	3	2017
RG Canal	2206	10	3	2017
RG Canal	3160	10	3	2017
RG Canal	3304	5	3	2017
RG Canal	3305	10	3	2017
RG Canal	3336	10	3	2017
RG Canal	3356	10	3	2017
RG Canal	3368	10	3	2017
RG Canal	3396	5	3	2016
RG Canal	3558	10	3	2016
RG Canal	3559	10	3	2016
RG Canal	3650	5	3	2017
RG Canal	3651	2.5	3	2017
RG Canal	3652	7.5	3	2017
RG Canal	3716	10	3	2017
RG Canal	3795	10	3	2017
RG Canal	3797		3	2016
RG Canal	3802	10	3	2017
RG Canal	3803	10	3	2017
RG Canal	3812	5	3	2016
RG Canal	3813	7.5	3	2016
RG Canal	3814	2.5	3	2016
RG Canal	3821	7.5	3	2016
RG Canal	3822	2.5	3	2016
RG Canal	3855	40	3	2017
RG Canal	3867	5	3	2016
RG Canal	3868	5	3	2016
RG Canal	3889	15	3	2017
RG Canal	3890	10	3	2017
RG Canal	3898	10	3	2017
RG Canal	3968	10	3	2016
RG Canal	4068	10	3	2017
RG Canal	4081	10	3	2016
RG Canal	4127	10	3	2016
RG Canal	4128	10	3	2017
RG Canal	4170	10	3	2017
RG Canal	4174	10	3	2017
RG Canal	4175	10	3	2017
RG Canal	4176	5	3	2017
RG Canal	4179	10	3	2017
RG Canal	4205	10	3	2017
RG Canal	4212	20	3	2017
RG Canal	4226	20	3	2016
RG Canal	4250	10	3	2016
RG Canal	4261	10	3	2016
RG Canal	4282	5	3	2017

RG Canal	4290	20	3	2017
RG Canal	4315	10	3	2016
RG Canal	4335	10	3	2017
RG Canal	4336	10	3	2017
RG Canal	4352	5	3	2017
RG Canal	4358	25	3	2017
RG Canal	4359	30	3	2017
RG Canal	4360	10	3	2017
RG Canal	4361	10	3	2017
RG Canal	4362	10	3	2017
RG Canal	4363	25	3	2017
RG Canal	4364	35	3	2017
RG Canal	4365	20	3	2017
RG Canal	4366	10	3	2017
RG Canal	4367	20	3	2017

**Total Three Year Leases in
2016**

685

RG Canal	2261	10	5	2016
RG Canal	2426	10	5	2016
RG Canal	2570	10	5	2016
RG Canal	2615	20	5	2019
RG Canal	2616	10	5	2019
RG Canal	2642	5	5	2016
RG Canal	2643	10	5	2016
RG Canal	2644	15	5	2016
RG Canal	2677	20	5	2018
RG Canal	2678	10	5	2018
RG Canal	2834	10	5	2016
RG Canal	3057	20	5	2016
RG Canal	3162	20	5	2019
RG Canal	3170	10	5	2016
RG Canal	3173	10	5	2016
RG Canal	3247	10	5	2019
RG Canal	3249	10	5	2019
RG Canal	3341	10	5	2017
RG Canal	3424	20	5	2016
RG Canal	3428	10	5	2019
RG Canal	3436	5	5	2016
RG Canal	3623	10	5	2016
RG Canal	3772	10	5	2019
RG Canal	3774	10	5	2016
RG Canal	3775	10	5	2016
RG Canal	3782	10	5	2016
RG Canal	3815	10	5	2016
RG Canal	3818	10	5	2019
RG Canal	3819	10	5	2019
RG Canal	3820	10	5	2019
RG Canal	3826	10	5	2016
RG Canal	3827	10	5	2016

RG Canal	3828	10	5	2016
RG Canal	3830	20	5	2016
RG Canal	3831	10	5	2016
RG Canal	3832	10	5	2016
RG Canal	3833	10	5	2016
RG Canal	3834	10	5	2016
RG Canal	3835	10	5	2016
RG Canal	3836	10	5	2016
RG Canal	3843	10	5	2016
RG Canal	3902		5	2016
RG Canal	3915	10	5	2019
RG Canal	3934	10	5	2016
RG Canal	3939	10	5	2019
RG Canal	3958	10	5	2019
RG Canal	3969	10	5	2019
RG Canal	3973	10	5	2016
RG Canal	3974	10	5	2016
RG Canal	3977	10	5	2016
RG Canal	4015	10	5	2016
RG Canal	4020	10	5	2016
RG Canal	4036	10	5	2016
RG Canal	4038	10	5	2016
RG Canal	4039	10	5	2016
RG Canal	4048	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4080	10	5	2016
RG Canal	4084	10	5	2016
RG Canal	4085	10	5	2016
RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4099	10	5	2019
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119		5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016
RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016

RG Canal	4225	5	5	2016
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017
RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4270	10	5	2016
RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017
RG Canal	5677	10	5	2019
Total Five Year Leases in 2016		960		

Total Shares Leased in 2016 1645

Santa Maria Leased Shares for 2017				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG Canal	1489	10	3	2017
RG Canal	2206	10	3	2017
RG Canal	3160	10	3	2017
RG Canal	3304	5	3	2017
RG Canal	3305	10	3	2017
RG Canal	3336	10	3	2017
RG Canal	3356	10	3	2017
RG Canal	3368	10	3	2017
RG Canal	3650	5	3	2017
RG Canal	3651	2.5	3	2017
RG Canal	3652	7.5	3	2017
RG Canal	3716	10	3	2017
RG Canal	3795	10	3	2017
RG Canal	3802	10	3	2017
RG Canal	3803	10	3	2017
RG Canal	3855	40	3	2017
RG Canal	3889	15	3	2017
RG Canal	3890	10	3	2017
RG Canal	3898	10	3	2017
RG Canal	4068	10	3	2017
RG Canal	4128	10	3	2017
RG Canal	4170	10	3	2017
RG Canal	4174	10	3	2017
RG Canal	4175	10	3	2017
RG Canal	4176	5	3	2017
RG Canal	4179	10	3	2017
RG Canal	4205	10	3	2017
RG Canal	4212	20	3	2017

RG Canal	4282	5	3	2017
RG Canal	4290	20	3	2017
RG Canal	4335	10	3	2017
RG Canal	4336	10	3	2017
RG Canal	4352	5	3	2017
RG Canal	4358	25	3	2017
RG Canal	4359	30	3	2017
RG Canal	4360	10	3	2017
RG Canal	4361	10	3	2017
RG Canal	4362	10	3	2017
RG Canal	4363	25	3	2017
RG Canal	4364	35	3	2017
RG Canal	4365	20	3	2017
RG Canal	4366	10	3	2017
RG Canal	4367	20	3	2017

**Total Three Year Leases in
2017**

545

RG Canal	2615	20	5	2019
RG Canal	2616	10	5	2019
RG Canal	2677	20	5	2018
RG Canal	2678	10	5	2018
RG Canal	3162	20	5	2019
RG Canal	3247	10	5	2019
RG Canal	3249	10	5	2019
RG Canal	3341	10	5	2017
RG Canal	3428	10	5	2019
RG Canal	3772	10	5	2019
RG Canal	3818	10	5	2019
RG Canal	3819	10	5	2019
RG Canal	3820	10	5	2019
RG Canal	3915	10	5	2019
RG Canal	3939	10	5	2019
RG Canal	3958	10	5	2019
RG Canal	3969	10	5	2019
RG Canal	4099	10	5	2019
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017
RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017
RG Canal	5677	10	5	2019

Total Five Year Leases in 2017

290

Total Shares Leased in 2017

835

Santa Maria Leased Shares for 2018				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG Canal	3818	10	5	2019
RG Canal	3819	10	5	2019
RG Canal	2615	20	5	2019
RG Canal	2616	10	5	2019
RG Canal	3162	20	5	2019
RG Canal	3428	10	5	2019
RG Canal	3820	10	5	2019
RG Canal	3939	10	5	2019
RG Canal	3958	10	5	2019
RG Canal	3249	10	5	2019
RG Canal	3969	10	5	2019
RG Canal	3772	10	5	2019
RG Canal	2677	20	5	2018
RG Canal	2678	10	5	2018
RG Canal	4099	10	5	2019
RG Canal	3915	10	5	2019
RG Canal	3247	10	5	2019
RG Canal	5677	10	5	2019
Total Shares Leased in 2018		210		

Santa Maria Leased Shares for 2019				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG CANAL	3818	10	5	2019
RG CANAL	3819	10	5	2019
RG CANAL	2615	20	5	2019
RG CANAL	2616	10	5	2019
RG CANAL	3162	20	5	2019
RG CANAL	3428	10	5	2019
RG CANAL	3820	10	5	2019
RG CANAL	3939	10	5	2019
RG CANAL	3958	10	5	2019
RG CANAL	3249	10	5	2019
RG CANAL	3969	10	5	2019
RG CANAL	3772	10	5	2019
RG CANAL	4099	10	5	2019
RG CANAL	3915	10	5	2019
RG CANAL	3247	10	5	2019
RG CANAL	5677	10	5	2019
Total Five Year Leases in 2019		180		

APPENDIX H

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2021, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Centennial Ditch Company (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Centennial Ditch Company and the water rights decreed thereto. The Centennial Ditch Company diverts water from the Rio Grande in the SE¼ SW¼ of Section 35, T39N, R8E, N.M.P.M., and has decreed priorities totaling 82.4 c.f.s. from the Rio Grande

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management (“Amended Plan”) approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2012 Subdistrict No. 1 began remedying injurious stream depletions caused by the operation of wells included in the Amended Plan.

C. The quantity of water available in the Rio Grande for diversion under the water rights decreed to the Centennial Ditch Company is reduced by the stream depletions caused by wells that are included in the Amended Plan. Without this Forbearance Agreement, Subdistrict No. 1 would make replacement water available for diversion by the water rights decreed to the Centennial Ditch Company to replace injurious stream depletions.

D. The Company is willing to enter into this Forbearance Agreement as an agreement of the type contemplated by Colo. Rev. Stat. §37-92-501(4)(b)(I)(B), pursuant to which injury to the Company’s water rights are remedied by means other than providing water to replace stream depletions.

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2021 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, Subdistrict No. 1 and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2021 through April 30th, 2022.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up through 10 calendar days of combined, injurious stream depletions for Stream Reach 1 and 2 to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Centennial Ditch Company. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

2.2. This Forbearance Agreement applies on each day during the term of the Agreement that a water right decreed to the Centennial Ditch Company from the Rio Grande is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report (“Daily Report”) prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the last issued Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Centennial Ditch Company is the last priority served, and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Centennial Ditch Company would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2021 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Centennial Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will apply on days when one of the following priorities decreed to the Centennial Ditch Company are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount</u>
173	35.0 cfs
32	47.7 cfs

2.5. When ten days of estimated un-replaced depletions to the Centennial Ditch Company during the term of this Agreement has been forebared by the Company, Sub-district No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 65 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Centennial Ditch pursuant to the terms of this Agreement.

3.1. After the end of the 2021 irrigation season, and not later than March 15, 2022, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3.0, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2022.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Sub-district No. 1 to make water available for diversion at the headgate of the Centennial Ditch Company to off-set the first 10 days of injurious stream depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2021 Annual Replacement Plan.

5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Centennial Ditch Company
3414 County Road 104
Alamosa, CO 81101

To Subdistrict No. 1:

c/o Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. **Remedies.** In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company

for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. **Miscellaneous Provisions.**

7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by the Company or Subdistrict No. 1 to one another with respect to this Agreement.

7.2. **Survival.** Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

7.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and Subdistrict No. 1. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. **Waiver.** The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No.

1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. **Litigation.** If the Company or Subdistrict No. 1 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.


7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.9. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.10. **Time.** Time is of the essence in this Agreement.

7.11. **Legal Counsel.** Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

The Centennial Ditch Company

By:  3/2/21
Date

ACCEPTED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By:  3-2-2021
Marisa Fricke, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2021, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Excelsior Ditch Company (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Excelsior Ditch and the water rights decreed thereto. The Excelsior Ditch diverts water from the Rio Grande in the SE¼ NW¼ of Section 6, T38N, R9E, N.M.P.M., and has decreed priorities totaling 89.7c.f.s. from the Rio Grande

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management (“Amended Plan”) approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2012 Subdistrict No. 1 began remedying injurious stream depletions caused by the operation of wells included in the Amended Plan.

C. The quantity of water available in the Rio Grande for diversion under the water rights decreed to the Excelsior Ditch is reduced by the stream depletions caused by wells that are included in the Amended Plan. Without this Forbearance Agreement, Subdistrict No. 1 would make replacement water available for diversion by the water rights decreed to the Excelsior Ditch to replace injurious stream depletions.

D. The Company is willing to enter into this Forbearance Agreement as an agreement of the type contemplated by Colo. Rev. Stat. §37-92-501(4)(b)(I)(B), pursuant to which injury to the Company’s water rights are remedied by means other than providing water to replace stream depletions.

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2021 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, Subdistrict No. 1 and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2021 through April 30th, 2022.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forbear from requiring Subdistrict No. 1 to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Excelsior Ditch. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

2.2. This Forbearance Agreement applies on each day during the term of the Agreement that a water right decreed to the Excelsior Ditch from the Rio Grande is the calling water right, except for any priority not provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report (“Daily Report”) prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the last issued Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Excelsior Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Excelsior Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2021 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Excelsior Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will apply on days when one of the following priorities decreed to the Excelsior Ditch are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount</u>	<u>Total Decreed to the Ditch</u>
249	6.20	60.30cfs
262	29.40	89.70cfs

2.5. When the total amount of estimated unreplaced depletions to the Excelsior Ditch during the term of this Agreement equals _____ acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2021 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 200 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Excelsior Ditch from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2021 irrigation season, and not later than March 15, 2022, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2022.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Sub-

district No. 1 to make water available for diversion at the headgate of the Excelsior Ditch to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande listed in Section 2.4 of this Agreement that would otherwise have to be replaced by Subdistrict No. 1 under its 2021 Annual Replacement Plan.

5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

President, Excelsior Ditch Company
2304 South Cty Road 106
Alamosa, CO 81101

To Subdistrict No. 1:

c/o Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. **Remedies.** In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. **Miscellaneous Provisions.**

7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements

and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by the Company or Subdistrict No. 1 to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

7.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and Subdistrict No. 1. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. Litigation. If the Company or Subdistrict No. 1 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay

to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.

7.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.10. Time. Time is of the essence in this Agreement.

7.11. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

The Excelsior Ditch Company

By: Roy Oliver
Roy Oliver, President

3-8-2021
Date

ACCEPTED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: Marisa Fricke
Marisa Fricke, Program Manager

3-12-2021
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2021, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the Rio Grande Lariat Ditch ("Company"), a mutual ditch company (collectively "the Parties").

RECITALS

A. The Company owns and operates the Rio Grande Lariat Ditch and the water rights decreed thereto. The Rio Grande Lariat Ditch diverts water from the Rio Grande in the NE¼ SW¼ of Section 22, T39N, R7E, N.M.P.M., and has decreed priorities totaling 106.78c.f.s. from the Rio Grande

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management ("Amended Plan") approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2012 Subdistrict No. 1 began remedying injurious stream depletions caused by the operation of wells included in the Amended Plan.

C. The quantity of water available in the Rio Grande for diversion under the water rights decreed to the Rio Grande Lariat Ditch is reduced by the stream depletions caused by wells that are included in the Amended Plan. Without this Forbearance Agreement, Subdistrict No. 1 would make replacement water available for diversion by the water rights decreed to the Rio Grande Lariat Ditch to replace injurious stream depletions.

D. The Company is willing to enter into this Forbearance Agreement as an agreement of the type contemplated by Colo. Rev. Stat. §37-92-501(4)(b)(I)(B), pursuant to which injury to the Company's water rights are remedied by means other than providing water to replace stream depletions.

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2021 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, Subdistrict No. 1 and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2021 through April 30th, 2022.
2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 500 acre-feet of injurious stream depletions to the water rights of the Company that

are diverted from the Rio Grande at the headgate of the Rio Grande Lariat Ditch. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

2.2. This Forbearance Agreement applies on each day during the term of the Agreement that a water right decreed to the Rio Grande Lariat Ditch from the Rio Grande is the calling water right, except for any priority not provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report (“Daily Report”) prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the last issued Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Rio Grande Lariat Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Lariat Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2021 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Rio Grande Lariat Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will apply on days when one of the following priorities decreed to the Rio Grande Lariat Ditch are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount</u>
217	53.02
1903-12A	2.61
1903-17	3.62
1903-22A	5.86
1903-24B	15.87
1903-30B	2.28
1903-34B	10.42
1903-37A	3.91
1903-41A	2.04
1903-45B	3.26
1903-46B	0.65
1903-49C	2.61
1903-52B	0.65

2.5. When the total amount of estimated unreplaced depletions to the Rio Grande Lariat Ditch during the term of this Agreement equals 500 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2021 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 35⁰⁰ per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2021 irrigation season, and not later than March 15, 2022, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2022.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Rio Grande Lariat Ditch to off-set the first 100.0 acre-feet of injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2021 Annual Replacement Plan.

5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

President, Rio Grande Lariat Ditch
3414 South Road 104
Alamosa, CO 81101

To Subdistrict No. 1:

c/o Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. **Remedies.** In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. **Miscellaneous Provisions.**

7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by the Company or Subdistrict No. 1 to one another with respect to this Agreement.

7.2. **Survival.** Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

7.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and Subdistrict No. 1. If any

portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. **Waiver.** The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. **Litigation.** If the Company or Subdistrict No. 1 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.

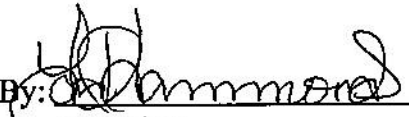
7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.9. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.10. **Time.** Time is of the essence in this Agreement.

7.11. **Legal Counsel.** Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

The Rio Grande Lariat Ditch

By: 
President

3/3/2021
Date

ACCEPTED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: 
Marisa Fricke, Program Manager

3-12-2021
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2021, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the San Luis Valley Canal Company ("Company"), a Colorado mutual ditch company (collectively "the Parties").

RECITALS

A. The Company owns and operates the San Luis Valley Canal and the water rights decreed thereto. The San Luis Valley Canal diverts water from the Rio Grande in the SW¼ of Section 36, T39N, R8E, N.M.P.M., and has decreed priorities totaling 574.76 c.f.s. from the Rio Grande

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management ("Amended Plan") approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2012 Subdistrict No. 1 began remediating injurious stream depletions caused by the operation of wells included in the Amended Plan.

C. A large amount of the irrigated land served by the Company and a large number of irrigation wells owned by stockholders in the Company are located within Subdistrict No. 1, and therefore many stockholders in the Company will be benefitted by the successful implementation of the Amended Plan.

D. The quantity of water available in the Rio Grande for diversion under the water rights decreed to the San Luis Valley Canal is reduced by the stream depletions caused by wells that are included in the Amended Plan. Without this Forbearance Agreement, Subdistrict No. 1 would make replacement water available for diversion by the water rights decreed to the San Luis Valley Canal to replace injurious stream depletions.

E. The Company is willing to enter into this Forbearance Agreement as an agreement of the type contemplated by Colo. Rev. Stat. §37-92-501(4)(b)(I)(B), pursuant to which injury to the Company's water rights are remedied by means other than providing water to replace stream depletions.

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2021 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, Subdistrict No. 1 and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2021 through April 30th, 2022.
2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forbear from requiring Subdistrict No. 1 to replace up to 400 acre-feet of injurious stream depletions to the water rights of the Company

that are diverted from the Rio Grande at the headgate of the San Luis Valley Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

2.2. This Forbearance Agreement applies on each day during the term of the Agreement that a water right decreed to the San Luis Valley Canal from the Rio Grande is the calling water right, except for any priority not provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report (“Daily Report”) prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the last issued Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the San Luis Valley Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the San Luis Valley Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2021 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the San Luis Valley Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will apply on days when one of the following priorities decreed to the San Luis Valley Canal are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount</u>
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270	92.900
357	0.700
362	3.400
1903-22B	161.460
1903-22F	5.210
1903-24D	44.270
1903-24G	11.070
1903-34D	31.250
1903-34H	15.630
1903-37C	10.420
1903-37F	13.020
1903-41C	7.810
1903-45D	18.230
1903-45G	14.330
1903-46D	20.840
1903-49E	26.040
1903-49J	10.420
1903-52D	10.420
1903-57B	27.340

2.5. When the total amount of estimated unreplaced depletions to the San Luis Valley Canal during the term of this Agreement equals 200 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2021 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 250 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the San Luis Valley Canal from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2021 irrigation season, and not later than March 15, 2022, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2022.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the San Luis Valley Canal to off-set the first 400.0 acre-feet of injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2021 Annual Replacement Plan.

5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

c/o Manager
San Luis Valley Canal
0025 North Road 100
Monte Vista, CO 81144

To Subdistrict No. 1:

c/o Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. **Remedies.** In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. **Miscellaneous Provisions.**

7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral,

with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by the Company or Subdistrict No. 1 to one another with respect to this Agreement.

7.2. **Survival.** Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

7.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agree-ment are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and Subdistrict No. 1. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. **Waiver.** The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. **Litigation.** If the Company or Subdistrict No. 1 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.

7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, perform-ance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.9. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.10. **Time.** Time is of the essence in this Agreement.

7.11. **Legal Counsel.** Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

The San Luis Valley Canal Company

By:  3-8-21
President Date

ACCEPTED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By:  3-12-2021
Marisa Fricke, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effect May 1, 2021, between Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Commonwealth Irrigation Company (“Company”), a Mutual Ditch Company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Empire Canal and the water rights decreed thereto. The Empire Canal diverts water from the Rio Grande in the NW¼ of Section 33, T39N, R8E, N.M.P.M., and has decreed priorities totaling 505.90 c.f.s.

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management (“Amended Plan”) approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2012 Subdistrict No. 1 began replacing injurious stream depletions caused by the operation of wells covered by the Amended Plan.

C. The quantity of water available for diversion from the Rio Grande by the Empire Canal is reduced by the stream depletions caused by wells that are covered by the Amended Plan. Without this Forbearance Agreement, Subdistrict No. 1 would have to make replacement water available for diversion at the Commonwealth Canal to replace injurious stream depletions.

D. The Company is willing to enter into this Forbearance Agreement as an agreement of the type contemplated by Colo. Rev. Stat. section 37-92-501(4)(b)(I)(B), pursuant to which injury to the Company’s water rights is remedied by means other than providing water to replace stream depletions.

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2021 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, Subdistrict No. 1 and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1st, 2021 through April 30th, 2022.

2. Forbearance by the Company.

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 500 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande at the headgate of the Empire Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

2.2. This Forbearance Agreement applies on each day during the term of the Agreement that the Empire Canal is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report (“Daily Report”) prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Empire Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Empire Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2021 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Empire Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will apply on days when the following priorities decreed to the Empire Canal are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.

- Priority 236A
- Priority 310A
- Priority 335A
- Priority 361A
- Priority 361B

On such days the amount of water that must be provided by Subdistrict No. 1 to replace the injurious stream depletions to the Empire Canal is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by Subdistrict No. 1 calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Company to divert the full amount of last priority served on that day.

2.5. When the total amount of estimated unreplaced depletions to the Empire Canal during the term of this Agreement equals 500 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the Empire Canal. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2021 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$ 5.⁰⁰ per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Empire Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2021 irrigation season, and not later than March 15, 2022, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Empire Canal would have been able to divert if all unreplaced injurious depletions to the Empire Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. Subdistrict No. 1 will pay the Company \$ 50. per acre-foot for each acre-foot of injurious stream depletions to the Empire Canal.

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2022.

4. No Subordination or Waiver of Right to Call. The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. section 37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the Commonwealth Canal to off-set the first 500 acre-feet

of injurious stream depletions to the Empire Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2021 Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

Commonwealth Irrigation Company
PO Box 993
Alamosa, CO 81101

To Subdistrict No. 1:

c/o Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by the Company or Subdistrict No. 1 to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this

Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

7.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a “holiday” as such term is defined in Colo.R.Civ.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and Subdistrict No. 1. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. Litigation. If the Company or Subdistrict No. 1 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.

7.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.10. Time. Time is of the essence in this Agreement.

7.11. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

Commonwealth Irrigation Company

By: Lawrence Crowder
Lawrence Crowder, President

3-16-2021
Date

ACCEPTED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: Marisa Fricke
Marisa Fricke, Program Manager

3-16-2021
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2021, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Farmers Union Canal (“District”), an irrigation district (collectively “the Parties”).

RECITALS

A. The District owns and operates the Farmers Union Canal and the water rights decreed thereto. The Farmers Union Canal diverts water from the Rio Grande in the NE¼ SW¼ of Section 36, T40N, R6E, N.M.P.M , and has decreed priorities totaling 801.45 c.f.s. from the Rio Grande

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management (“Amended Plan”) approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2012 Subdistrict No. 1 began remedying injurious stream depletions caused by the operation of wells included in the Amended Plan.

C. A large amount of the irrigated land served by the District and a large number of irrigation wells owned by stockholders in the District are located within Subdistrict No. 1, and therefore many stockholders in the District will be benefitted by the successful implementation of the Amended Plan.

D. The quantity of water available in the Rio Grande for diversion under the water rights decreed to the Farmers Union Canal is reduced by the stream depletions caused by wells that are included in the Amended Plan. Without this Forbearance Agreement, Subdistrict No. 1 would make replacement water available for diversion by the water rights decreed to the Farmers Union Canal to replace injurious stream depletions.

E. The District is willing to enter into this Forbearance Agreement as an agreement of the type contemplated by Colo. Rev. Stat. §37-92-501(4)(b)(I)(B), pursuant to which injury to the District’s water rights are remedied by means other than providing water to replace stream depletions.

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2021 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, Subdistrict No. 1 and the District agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2021 through April 30th, 2022.

2. **Forbearance by the District.**

2.1. During the term of this Agreement the District will forbear from requiring Subdistrict No. 1 to replace up to 1,000.0 acre-feet of injurious stream depletions to the water rights of the District that are diverted from the Rio Grande at the headgate of the Farmers Union Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

2.2. This Forbearance Agreement applies on each day during the term of the Agreement that a water right decreed to the Farmers Union Canal from the Rio Grande is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report (“Daily Report”) prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the last issued Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water rights of the District will be calculated each day that a water right decreed to the Farmers Union Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the District and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Farmers Union Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2021 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Farmers Union Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will apply on days when one of the following priorities decreed to the Farmers Union Canal are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount</u>
314	138.80
328T	0.25
353T	0.95
1903-17-B	5.45
1903-22-F	105.41
1903-24-F	280.47
1903-30-F	159.65
1903-34-6	110.18

2.5. When the total amount of estimated unreplaced depletions to the Farmers Union Canal during the term of this Agreement equals 1,000.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2021 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the District \$ 0.00 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Farmers Union Canal from the Rio Grande pursuant to the terms of this Agreement.

With the execution of the Long-Term Storage Agreement in January of 2021 between the RGWCD and the SLVID at Rio Grande Reservoir, the District's Board of Directors have agreed to offer any Subdistrict that is storing water within the RGWCD's leased space in the reservoir a no-cost forbearance with the Farmers Union Canal during the term of a forbearance agreement. Subdistrict No. 1 currently has over 5,400.0 acre feet of water stored in Rio Grande Reservoir.

3.1. After the end of the 2021 irrigation season, and not later than March 15, 2022, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the District would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the District with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the District; and (2) a calculation of the amount of the payment due under paragraph 3, above. The District will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

No payment for the unreplaced injurious depletions will be required to the District however, the accounting of the unreplaced injurious depletions to the water rights of the District needs to be provided.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the District with an accounting of the unreplaced injurious depletions to the water rights of the District from the Rio Grande and the amount of the payment due, but not later than April 15, 2022.

No payment for the unreplaced injurious depletions will be required to the District however, the accounting of the unreplaced injurious depletions to the water rights of the District needs to be provided.

4. No Subordination or Waiver of Right to Call. The forbearance by the District under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the District will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the District will not require Sub-

district No. 1 to make water available for diversion at the headgate of the Farmers Union Canal to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2021 Annual Replacement Plan.

5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To District:

President, San Luis Valley Irrigation District
296 Miles Street
P.O. Box 637
Center, CO 81125

To Subdistrict No. 1:

c/o Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. **Remedies.** In the event of District's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, District's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the District for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. **Miscellaneous Provisions.**

7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by the District or Subdistrict No. 1 to one another with respect to this Agreement.

7.2. **Survival.** Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

7.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the District and Subdistrict No. 1. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. **Waiver.** The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The District may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the District, which consent shall not be unreasonably withheld.

7.7. **Litigation.** If the District or Subdistrict No. 1 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.

7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.9. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.10. **Time.** Time is of the essence in this Agreement.

7.11. **Legal Counsel.** Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

San Luis Valley Irrigation District

By:  3/29/2021
Superintendent Date

ACCEPTED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By:  3-31-2021
Marisa Fricke, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2021, between Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Rio Grande Canal Water Users’ Association (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Rio Grande Canal and the water rights decreed thereto. The Rio Grande Canal diverts water from the Rio Grande in the NW¼ of Section 30, T40N, R6E, N.M.P.M., and has decreed priorities totaling 1,699.4 c.f.s.

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management (“Amended Plan”) approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2014 Subdistrict No. 1 must replace injurious stream depletions caused by the operation of wells covered by the Amended Plan.

C. A large amount of the lands served by the Company and a large number of irrigation wells owned by stockholders in the Company are located within Subdistrict No. 1, and therefore many stockholders in the Company will be benefitted by the successful implementation of the Amended Plan.

D. The quantity of water available for diversion from the Rio Grande by the Rio Grande Canal is reduced by the stream depletions caused by wells that are covered by the Amended Plan. Without this Forbearance Agreement, Subdistrict No. 1 would have to make replacement water available for diversion at the Rio Grande Canal to replace injurious stream depletions.

E. The Company is willing to enter into this Forbearance Agreement as an agreement of the type contemplated by Colo. Rev. Stat. §37-92-501(4)(b)(I)(B), pursuant to which injury to the Company’s water rights is remedied by means other than providing water to replace stream depletions.

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2014 Annual Replacement Plan necessary for implementation of the Amended Plan in water year 2014.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, Subdistrict No. 1 and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from May 1, 2021 through April 30, 2022.

2. Forbearance by the Company.

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 1,000 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande at the headgate of the Rio Grande Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

2.2. This Forbearance Agreement applies on each day during the term of the Agreement that the Rio Grande Canal is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Rio Grande Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2021 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Rio Grande Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will not apply on days when the following priorities decreed to the Rio Grande Canal are the last priority served:

Priority No.

28

176

178

188

197

198

202

203

On such days the amount of water that must be provided by Subdistrict No. 1 to replace the injurious stream depletions to the Rio Grande Canal is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by Subdistrict No. 1 calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Company to divert the full amount of last priority served on that day.

2.5. When the total amount of estimated un-replaced depletions to the Rio Grande Canal during the term of this Agreement equals 1,000 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the Rio Grande Canal. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2020 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$ 250⁰⁰ per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Rio Grande Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2021 irrigation season, and not later than March 15, 2022, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Rio Grande Canal would have been able to divert if all un-replaced injurious depletions to the Rio Grande Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. Subdistrict No. 1 will pay the Company \$ 250⁰⁰ per acre-foot for each acre-foot of injurious stream depletions to the Rio Grande Canal.

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the un-replaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2022.

4. No Subordination or Waiver of Right to Call. The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the Rio Grande Canal to off-set the first 2,000 acre-feet of

injurious stream depletions to the Rio Grande Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2021 Annual Replacement Plan.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

President, Rio Grande Canal Water Users' Association
147 Washington Street
P.O. Box 288
Monte Vista, CO 81144

To Subdistrict No. 1:

c/o Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by the Company or Subdistrict No. 1 to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

7.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and Subdistrict No. 1. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. Litigation. If the Company or Subdistrict No. 1 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.

7.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.9. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.10. Time. Time is of the essence in this Agreement.

7.11. Legal Counsel. Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

The Rio Grande Canal Water Users' Association

By: Clay Cozine
Clay Cozine, President

3/9/2021
Date

ACCEPTED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: Marisa Fricke
Marisa Fricke, Program Manager

4-5-2021
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2021, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Prairie Ditch Company (“Company”), a Colorado mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Prairie Ditch Company and the water rights decreed thereto. The Prairie Ditch Company diverts water from the Rio Grande in the NE¼ NW¼ of Section 8, T39N, R7E, N.M.P.M., , and has decreed priorities totaling 367.02 c.f.s. from the Rio Grande

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management (“Amended Plan”) approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2012 Subdistrict No. 1 began remedying injurious stream depletions caused by the operation of wells included in the Amended Plan.

C. A large amount of the irrigated land served by the Company and a large number of irrigation wells owned by stockholders in the Company are located within Subdistrict No. 1, and therefore many stockholders in the Company will be benefitted by the successful implementation of the Amended Plan.

D. The quantity of water available in the Rio Grande for diversion under the water rights decreed to the Prairie Ditch Company is reduced by the stream depletions caused by wells that are included in the Amended Plan. Without this Forbearance Agreement, Subdistrict No. 1 would make replacement water available for diversion by the water rights decreed to the Prairie Ditch Company to replace injurious stream depletions.

E. The Company is willing to enter into this Forbearance Agreement as an agreement of the type contemplated by Colo. Rev. Stat. §37-92-501(4)(b)(I)(B), pursuant to which injury to the Company’s water rights are remedied by means other than providing water to replace stream depletions.

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2021 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT



In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, Subdistrict No. 1 and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2021 through April 30th, 2022.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 100,0 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Prairie Ditch Company. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

2.2. This Forbearance Agreement applies on each day during the term of the Agreement that a water right decreed to the Prairie Ditch Company from the Rio Grande is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified in the Preliminary Rio Grande Daily Report (“Daily Report”) prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, the parties will use the last priority served from the last issued Daily Report until a new Daily Report is issued.

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Prairie Ditch Company is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Prairie Ditch Company would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2021 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Prairie Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will apply on days when one of the following priorities decreed to the Prairie Ditch Company are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount</u>
1903-22C	36.84
1903-24E	59.90
1903-30D	20.18
1903-34E	22.79
1903-37D	20.84
1903-41D	24.74
1903-45E	16.20
1903-46E	15.63
1903-49F	10.42
1903-52E	6.51
1903-57D	6.84
1903-61B	2.61

2.5. When the total amount of estimated unreplaced depletions to the Prairie Ditch Company during the term of this Agreement equals 100.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2021 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 250⁰⁰ per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Prairie Ditch Company from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2021 irrigation season, and not later than March 15, 2022, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2022.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Prairie Ditch Company to off-set the first 100.0 acre-feet of injurious stream depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande when Priority 1903-22C is the calling water right with a flow of 160.0c.f.s or greater that would otherwise have to be replaced by Subdistrict No. 1 under its 2021 Annual Replacement Plan.

5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

c/o Manager
Prairie Ditch Company
PO Box 32
Mosca, CO 81146

To Subdistrict No. 1:

c/o Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. **Remedies.** In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. **Miscellaneous Provisions.**

7.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by the Company or Subdistrict No. 1 to one another with respect to this Agreement.

7.2. **Survival.** Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

7.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Company and Subdistrict No. 1. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. **Waiver.** The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

7.7. **Litigation.** If the Company or Subdistrict No. 1 litigate any provision of this Agreement or the subject matter of this Agreement, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal.

7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.9. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.10. **Time.** Time is of the essence in this Agreement.

7.11. **Legal Counsel.** Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed against any party on the basis of authorship.

The Prairie Ditch Company

By: 
President

4-9-21
Date

ACCEPTED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District**

By: 

4-9-2021

Marisa Fricke, Program Manager

Date

APPENDIX I

623 Fourth Street
Alamosa, CO 81101
(719) 589-2230
Heather@slvwcd.org



March 18, 2021

Cleave Simpson, General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
cleave@rgwcd.org

Dear Mr. Simpson,

The Board of the San Luis Valley Water Conservancy District (District) has approved the request by the Rio Grande Water Conservation District to allocate a portion of the Rio Grande's share of 2021 and 2022 Closed Basin Project (CBP) production to subdistricts' stream depletions for inclusion in Annual Replacement Plans (ARPs) as follows:

1. The District approves allocation of up to 1,500 acre-feet to 2021 ARPs for subdistricts' winter-time impacts from the portion of CBP anticipated production allocated to the Rio Grande for 2021. This allocation will cover the calendar year 2021 estimated November and December impacts as follows:
 - a. Subdistrict 1: 208 acre-feet
 - b. Subdistrict 2: 418 acre-feet
 - c. Subdistrict 3: 101 acre-feet
 - d. Subdistrict 5: 55 acre-feet
 - e. Subdistrict 6: 653 acre-feet
2. The District approves allocation of up to 2,300 acre-feet to 2021 ARPs for subdistricts' winter-time impacts from the portion of CBP anticipated production allocated to the Rio Grande for 2022. This allocation will cover the calendar year 2022 estimated January, February, and March impacts as follows:
 - a. Subdistrict 1: 254 acre-feet
 - b. Subdistrict 2: 609 acre-feet
 - c. Subdistrict 3: 137 acre-feet
 - d. Subdistrict 5: 72 acre-feet
 - e. Subdistrict 6: 1,076 acre-feet
3. The District approves allocation of up to 200 acre-feet to Subdistrict 5's 2021 ARPs for irrigation season impacts from the portion of CBP anticipated production allocated to the Rio Grande for

2021 and 2022. This allocation will cover the period of May 1-October 31, 2021 and April 2022.
Estimated impacts as follows:

- a. May 1 – October 31, 2021: 152 acre-feet
- b. April 2022: 25 acre-feet

4. The District recognizes that a part of the Rio Grande's allocation from CBP production produced in the summer months can be used to satisfy winter impacts.

Sincerely,



Heather Dutton
Manager, San Luis Valley Water Conservancy District

The Rio Grande Water Users Association

147 Washington St.

Monte Vista CO. 81144

Telephone: (719) 852-3556 * FAX: (719) 852-5958

March 17, 2021

Cleave Simpson, General Manager
Amber Pacheco, Acting Deputy General Manager
Rio Grande Water Conservation District
10900 E. Highway 160
Alamosa, Colorado 81101

Re: 2021-2022 Allocation of Rio Grande's Share of Closed Basin Project Production

Dear Cleave and Amber:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users intend to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2021 through April 30, 2022. As you know, under the Resolution Regarding Allocation of the Yield of the Closed Basin Project the Rio Grande is entitled to an average of 60% of the annual usable yield of the Closed Basin Project. The Water Users intend to use 60% of the Project's usable yield in 2021 and will likely use the same percentage in 2022.

The Board of Directors of the Water Users has reviewed the needs of the Special Improvement Districts of the Rio Grande Water Conservation District ("Subdistricts") for water to replace stream depletions under their Annual Replacement Plans. In light of the importance of the Subdistricts being able to meet their replacement requirements in this coming ARP year's operations, the Water Users' Board voted to specifically allocate up to 3,800 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under the Subdistricts 2021-2022 Annual Replacement Plans.

The Water Users anticipate that the vast majority of this Project Water will be used to replace non-irrigation season depletions from November 1 through March 31. While this water will be delivered to the Rio Grande both before, during, and perhaps after the non-irrigation season, the Water Users understand that the Division Engineer has agreed that this water replacement can be delivered at such times and will be credited to non-irrigation season depletions. The Water Users understand that a portion of this water will be used during the irrigation season for Subdistrict No. 5. In addition, there may be circumstances during the irrigation season when the

The Rio Grande Water Users Association

Cleave Simpson
Amber Pacheco
March 17, 2021
Page 2

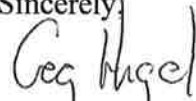
Subdistricts cannot deliver water to the Rio Grande below the Chicago Ditch due to intervening dry stream reaches or excessive losses in deliveries. In those circumstances, the Water Users believe Project Water is an appropriate replacement source, but intend that the use of the allocation described herein be minimized during the irrigation season after meeting the needs of Subdistrict No. 5.

This allocation to the Subdistricts covers parts of two calendar years. The amount of about 1,600 acre-feet is allocated for replacement by December 31, 2021, and will come from the Rio Grande's 2021 share of the Project's usable yield. The remainder of about 2,200 is allocated for replacements from January 1 through April 30, 2022, plus Subdistrict No. 5's depletions for 2022. The amount of the allocation used during January 1 through April 30, 2021, plus the small amount of r Subdistrict 5 irrigation season depletions will come from the Rio Grande's share of Project production in 2022.

The Board of the Water Users wishes to make clear to the Subdistricts and to the members of the Water Users that this allocation is made on a one-time basis and is not a precedent that binds the Water Users, and that the Water Users have no duty to make a similar allocation in the future. The Rio Grande Water Conservation District should understand this as well, and should not assume that the Water Users will make a similar allocation in the future.

If you have any questions about this matter, please give me a call.

Sincerely,



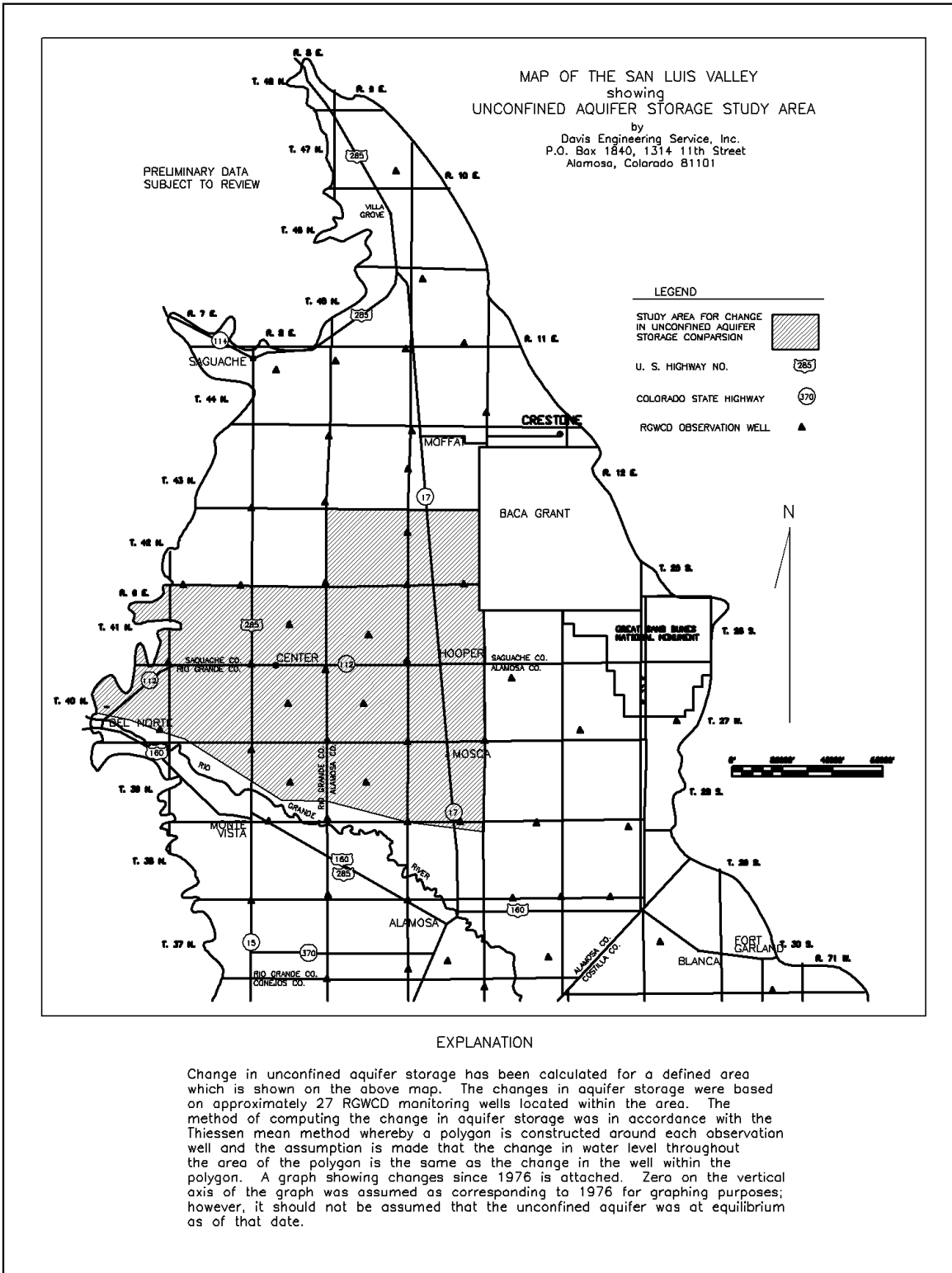
Greg Higel, President

Rio Grande Water Users Association

Copy: San Luis Valley Water Conservancy District
Craig Cotten

APPENDIX J

MAP SHOWING STUDY AREA OF CHANGE IN UNCONFINED AQUIFER STORAGE STUDY AND SPREADSHEET CONTAINING CALCULATIONS



Change in Unconfined Aquifer Storage – North Central San Luis Valley

CHANGE IN UNCONFINED AQUIFER STORAGE					
NORTH CENTRAL SAN LUIS VALLEY					
Prepared by	Davis Engineering Service, Inc.				
	1314 11th Street, P.O. Box 1840				
	Alamosa, CO 81101			Average	5 yr. Running
				Annual	Average
	Monthly	Accumulated		Accumulated	Accumulated
	Change in	Change in		Change in	Change in
	Storage	Storage		Storage	Storage
Date	(acre-feet)	(acre-feet)	Date	(acre-feet)	(acre-feet)
01/01/76	0	0			
02/01/76	-39999.276	-39999.276			
03/01/76	77786.084	37786.808			
04/01/76	20613.124	58399.932			
05/01/76	16171.628	74571.56			
06/01/76	29018.556	103590.116			
07/01/76	-10429.246	93160.87			
08/01/76	12474.802	105635.672			
09/01/76	-57446.136	48189.536			
10/01/76	-9835.47	38354.066			
11/01/76	8742.436	47096.502			
12/01/76	34926.408	82022.91	12/1/1976	54067.39133	
01/01/77	-52330.194	29692.716			
02/01/77	0	29692.716			
03/01/77	9337.002	39029.718			
04/01/77	-66606.56	-27576.842			
05/01/77	26280.85	-1295.992			
06/01/77	-52715.472	-54011.464			
07/01/77	-20396.064	-74407.528			
08/01/77	-37527.502	-111935.03			
09/01/77	-111073.584	-223008.614			
10/01/77	-12109.48	-235118.094			
11/01/77	-22296.448	-257414.542			
12/01/77	-22198.364	-279612.906	12/1/1977	-97163.8218	
01/01/78	11784.074	-267828.832			
02/01/78	-17151.566	-284980.398			
03/01/78	-17203.476	-302183.874			
04/01/78	-2323.652	-304507.526			
05/01/78	-21920.32	-326427.846			
06/01/78	-9347.856	-335775.702			
07/01/78	-52068.002	-387843.704			
08/01/78	-29730.556	-417574.26			
09/01/78	-69355.032	-486929.292			
10/01/78	70963.206	-415966.086			

11/01/78	-32996.292	-448962.378			
12/01/78	-6739.94	-455702.318	12/1/1978	-369556.851	
01/01/79	35070.348	-420631.97			
02/01/79	-37063.722	-457695.692			
03/01/79	10822.172	-446873.52			
04/01/79	-43430.268	-490303.788			
05/01/79	18146.524	-472157.264			
06/01/79	174935.972	-297221.292			
07/01/79	43871.13	-253350.162			
08/01/79	-83674.482	-337024.644			
09/01/79	-17664.49	-354689.134			
10/01/79	34505.808	-320183.326			
11/01/79	96283.002	-223900.324			
12/01/79	37433.586	-186466.738	12/1/1979	-355041.488	
01/01/80	-575.412	-187042.15			
02/01/80	223.534	-186818.616			
03/01/80	-2898.886	-189717.502			
04/01/80	500.468	-189217.034			
05/01/80	5219.844	-183997.19			
06/01/80	24746.942	-159250.248			
07/01/80	41387.2912	-117862.9568			
08/01/80	-57314.9712	-175177.928			
09/01/80	-41247.856	-216425.784			
10/01/80	10814.362	-205611.422			
11/01/80	22176.9	-183434.522			
12/01/80	-9707.036	-193141.558	12/1/1980	-182308.076	-190000.5691
01/01/81	-2551.75	-195693.308			
02/01/81	-12852.3636	-208545.6716			
03/01/81	-14131.3414	-222677.013			
04/01/81	-16957.0412	-239634.0542			
05/01/81	-41321.2528	-280955.307			
06/01/81	-10075.1948	-291030.5018			
07/01/81	-70986.6462	-362017.148			
08/01/81	-93244.0742	-455261.2222			
09/01/81	42034.1898	-413227.0324			
10/01/81	21399.2794	-391827.753			
11/01/81	29714.8742	-362112.8788			
12/01/81	9381.9758	-352730.903	12/1/1981	-314642.733	-263742.5939
01/01/82	11596.5528	-341134.3502			
02/01/82	-6270.5826	-347404.9328			
03/01/82	-18782.3754	-366187.3082			
04/01/82	-7223.7122	-373411.0204			
05/01/82	-12098.576	-385509.5964			
06/01/82	-6693.1658	-392202.7622			
07/01/82	-11260.6382	-403463.4004			
08/01/82	-56503.756	-459967.1564			
09/01/82	29193.3214	-430773.835			
10/01/82	85571.507	-345202.328			

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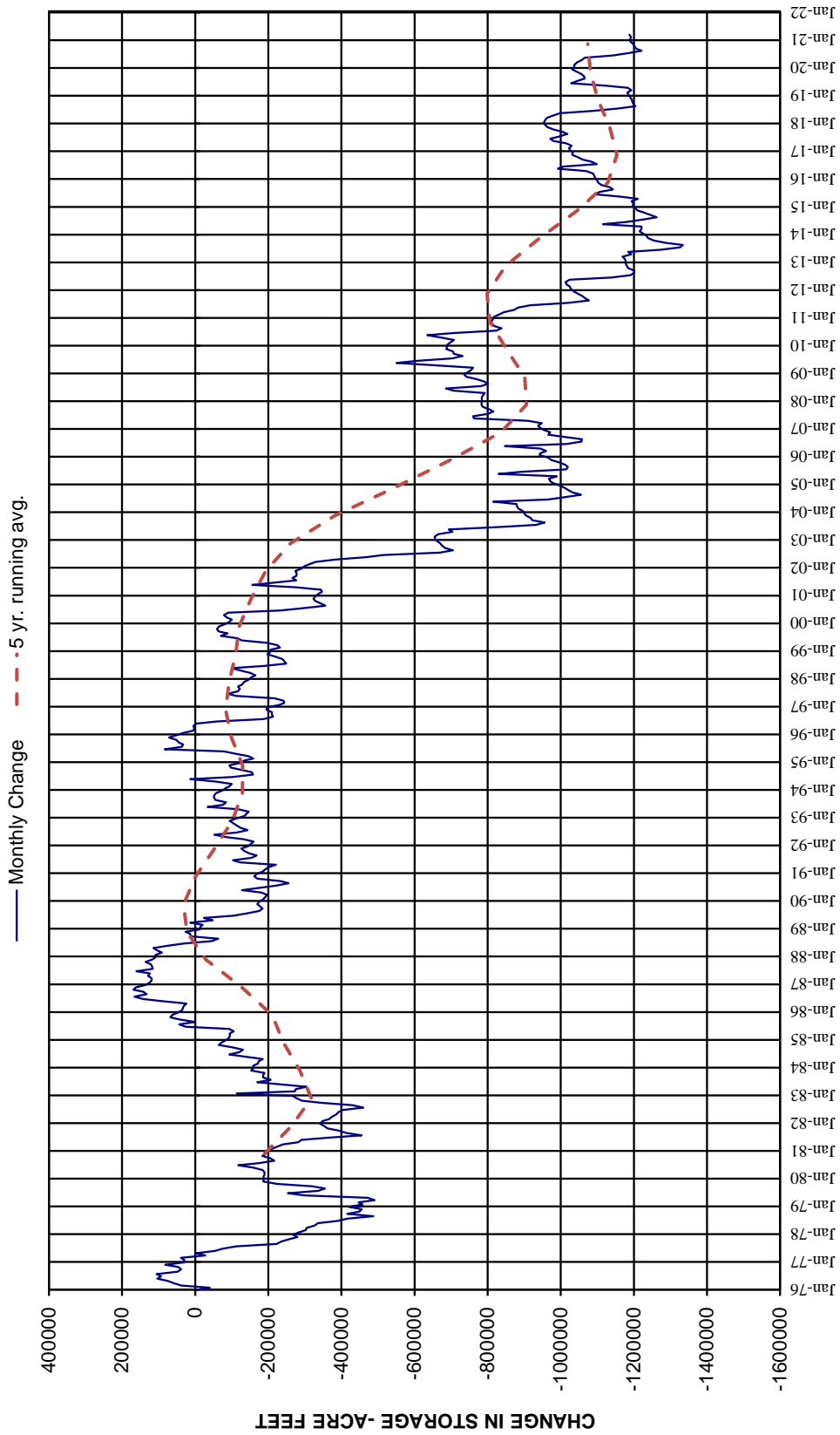
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11/1/2013	32671.44	-1253515.48			
12/1/2013	14398.81	-1239116.67	12/1/2013	-1232404.12	-942115.9385
1/1/2014	4636.04	-1234480.63			
2/1/2014	9647.35	-1224833.28			
3/1/2014	8879.5	-1215953.78			
4/1/2014	-4738.2	-1220691.98			
5/1/2014	-252.69	-1220944.67			
6/1/2014	105422.16	-1115522.51			
7/1/2014	-64054.16	-1179576.67			
8/1/2014	-44324.11	-1223900.78			
9/1/2014	-38486.1	-1262386.88			
10/1/2014	15986.54	-1246400.34			

11/1/2014	17987.62	-1228412.72			
12/1/2014	19637.89	-1208774.83	12/1/2014	-1215156.59	-1045988.466
1/1/2015	4463.83	-1204311.00			
2/1/2015	7525.9	-1196785.10			
3/1/2015	-2268.91	-1199054.01			
4/1/2015	5252.37	-1193801.64			
5/1/2015	-17079.89	-1210881.53			
6/1/2015	46968.2	-1163913.33			
7/1/2015	70787.84	-1093125.49			
8/1/2015	-14081.4	-1107206.89			
9/1/2015	-35710.56	-1142917.45			
10/1/2015	7664.86	-1135252.59			
11/1/2015	24656.14	-1110596.45			
12/1/2015	8471.54	-1102124.91	12/1/2015	-1154997.53	-1128623.638
1/1/2016	2410.03	-1099714.88			
2/1/2016	5580.02	-1094134.86			
3/1/2016	2206.74	-1091928.12			
4/1/2016	3956.31	-1087971.81			
5/1/2016	19093.79	-1068878.02			
6/1/2016	77118.18	-991759.84			
7/1/2016	-15554.33	-1007314.17			
8/1/2016	-91391.73	-1098705.90			
9/1/2016	13871.48	-1084834.42			
10/1/2016	25067	-1059767.42			
11/1/2016	12824.62	-1046942.80			
12/1/2016	15881.49	-1031061.31	12/1/2016	-1063584.46	-1153877.59
1/1/2017	-1794.2	-1032855.51			
2/1/2017	7475.23	-1025380.28			
3/1/2017	2728.59	-1022651.69			
4/1/2017	-7472.02	-1030123.71			
5/1/2017	15197.28	-1014926.43			
6/1/2017	35022.12	-979904.31			
7/1/2017	8517.89	-971386.42			
8/1/2017	-25064.01	-996450.43			
9/1/2017	-21776.23	-1018226.66			
10/1/2017	13056.96	-1005169.70			
11/1/2017	25848.52	-979321.18			
12/1/2017	16004.12	-963317.06	12/1/2017	-1003309.45	-1133890.427
1/1/2018	6818.82	-956498.24			
2/1/2018	2077.39	-954420.85			
3/1/2018	-2343.35	-956764.20			
4/1/2018	-4934.9	-961699.10			
5/1/2018	-17130.05	-978829.15			
6/1/2018	-19227.23	-998056.38			
7/1/2018	-86519.19	-1084575.57			
8/1/2018	-68425.59	-1153001.16			
9/1/2018	-51271.09	-1204272.25			
10/1/2018	5755.53	-1198516.72			

11/1/2018	2897.75	-1195618.97			
12/1/2018	1974.19	-1193644.78	12/1/2018	-1069658.11	-1101341.226
1/1/2019	4027.82	-1189616.96			
2/1/2019	5204.3	-1184412.66			
3/1/2019	2304.92	-1182107.74			
4/1/2019	-11204.73	-1193312.47			
5/1/2019	10141.25	-1183171.22			
6/1/2019	59859.41	-1123311.81			
7/1/2019	94454.99	-1028856.82			
8/1/2019	-17372.66	-1046229.48			
9/1/2019	-19833.44	-1066062.92			
10/1/2019	2215.65	-1063847.27			
11/1/2019	8022.29	-1055824.98			
12/1/2019	12847.84	-1042977.14	12/1/2019	-1113310.95	-1080972.10
1/1/2020	11785.95	-1031191.19			
2/1/2020	-5989.55	-1037180.74			
3/1/2020	2.13	-1037178.61			
4/1/2020	-6929.88	-1044108.49			
5/1/2020	-13185.98	-1057294.47			
6/1/2020	-8759.81	-1066054.28			
7/1/2020	-75408.15	-1141462.43			
8/1/2020	-43214.68	-1184677.11			
9/1/2020	-36764.6	-1221441.71			
10/1/2020	15045.82	-1206395.89			
11/1/2020	4542.87	-1201853.02			
12/1/2020	3935.39	-1197917.63	12/1/2020	-1118896.29	-1073751.85
1/1/2021	8038.3	-1189879.33			
2/1/2021	-126.6	-1190005.89			
3/1/2021	-2258.46	-1192264.35			
4/1/2021	4566.95	-1187697.40			

**CHANGE IN UNCONFINED AQUIFER STORAGE
WEST CENTRAL SAN LUIS VALLEY**



DRAFT - April 12, 2021
Data through April 9, 2021

Prepared by Davis Engineering Service, Inc,
For Rio Grande Water Conservation Dist.

Tabulation of Measured Groundwater Levels in Wells within Subdistrict#1

USGS 375524106020501, NA04300931CCC, RGWCD13A			
RG13A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.9264803 N	106.03490436 W	7562.51
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	8.27	7554.24	RGWCD
2/7/2020	8.17	7554.34	RGWCD
3/4/2020	8.09	7554.42	RGWCD
4/9/2020	7.88	7554.63	RGWCD
5/6/2020	7.80	7554.71	RGWCD
6/8/2020	7.88	7554.63	RGWCD
7/7/2020	8.21	7554.30	RGWCD
8/5/2020	8.38	7554.13	RGWCD
9/11/2020	8.57	7553.94	RGWCD
10/6/2020	8.54	7553.97	RGWCD
11/5/2020	8.50	7554.01	RGWCD
12/4/2020	8.40	7554.11	RGWCD
1/8/2021	8.20	7554.31	RGWCD
2/8/2021	8.08	7554.43	RGWCD
USGS 375324105553301, NA04201007CCC, RGWCD18			
RG18			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
57.0	37.89225365 N	105.92872105 W	7550.20
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2020	16.87	7533.33	RGWCD
2/7/2020	17.01	7533.19	RGWCD

3/4/2020	16.99	7533.21	RGWCD
4/9/2020	16.99	7533.21	RGWCD
5/6/2020	16.57	7533.63	RGWCD
6/8/2020	16.40	7533.80	RGWCD
7/7/2020	16.33	7533.87	RGWCD
8/5/2020	16.23	7533.97	RGWCD
9/11/2020	16.17	7534.03	RGWCD
10/6/2020	16.14	7534.06	RGWCD
11/2/2020	16.08	7534.12	RGWCD
12/4/2020	16.07	7534.13	RGWCD
1/12/2021	15.84	7534.36	RGWCD
2/8/2021	15.78	7534.42	RGWCD
USGS 375005106092501, NA04100701BAA, RGWCD21A			
RG21A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.83507202 N	106.15675306 W	7636.36
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	12.85	7623.51	RGWCD
2/7/2020	13.34	7623.02	RGWCD
3/4/2020	13.63	7622.73	RGWCD
4/7/2020	13.96	7622.40	RGWCD
5/5/2020	13.83	7622.53	RGWCD
6/8/2020	12.26	7624.10	RGWCD
7/5/2020	12.23	7624.13	RGWCD
8/5/2020	13.51	7622.85	RGWCD
9/11/2020	14.78	7621.58	RGWCD
10/7/2020	15.57	7620.79	RGWCD
11/5/2020	15.57	7620.79	RGWCD
12/4/2020	16.73	7619.63	RGWCD
1/8/2021	17.06	7619.30	RGWCD
2/8/2021	17.36	7619.00	RGWCD
USGS 375016106021201, NA04200931CCC2, RGWCD22			

RG22			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.83781084 N	106.03671275 W	7580.87
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	20.21	7560.66	RGWCD
2/7/2020	19.84	7561.03	RGWCD
3/4/2020	19.63	7561.24	RGWCD
4/9/2020	19.53	7561.34	RGWCD
5/6/2020	20.04	7560.83	RGWCD
6/8/2020	21.22	7559.65	RGWCD
7/7/2020	23.13	7557.74	RGWCD
8/5/2020	24.17	7556.70	RGWCD
9/11/2020	No Measurement	-	RGWCD
10/6/2020	23.98	7556.89	RGWCD
11/5/2020	23.84	7557.03	RGWCD
12/4/2020	23.41	7557.46	RGWCD
1/8/2021	22.90	7557.97	RGWCD
2/8/2021	22.55	7558.32	RGWCD
USGS 375010105554302, NA04200936DDD2, RGWCD23A			
RG23A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
56.0	37.8361106 N	105.9291867 W	7552.85
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2020	40.77	7512.08	RGWCD
2/7/2020	40.22	7512.63	RGWCD
3/4/2020	39.73	7513.12	RGWCD
4/9/2020	39.16	7513.69	RGWCD

5/6/2020	39.53	7513.32	RGWCD
6/8/2020	40.38	7512.47	RGWCD
7/7/2020	42.63	7510.22	RGWCD
8/5/2020	43.96	7508.89	RGWCD
9/11/2020	44.04	7508.81	RGWCD
10/6/2020	43.58	7509.27	RGWCD
11/2/2020	43.12	7509.73	RGWCD
12/24/2020	42.55	7510.30	RGWCD
1/12/2021	41.62	7511.23	RGWCD
1/0/1900	41.05	7511.80	RGWCD
USGS 375009105503001, NA04101002ABA, RGWCD24A			
RG24A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
34.3	37.83712921 N	105.84191175 W	7535.80
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2020	15.72	7520.08	RGWCD
2/7/2020	15.83	7519.97	RGWCD
3/4/2020	15.67	7520.13	RGWCD
4/9/2020	15.70	7520.10	RGWCD
5/6/2020	15.63	7520.17	RGWCD
6/8/2020	15.60	7520.20	RGWCD
7/7/2020	15.66	7520.14	RGWCD
8/5/2020	15.57	7520.23	RGWCD
9/11/2020	15.62	7520.18	RGWCD
10/7/2020	15.54	7520.26	RGWCD
11/5/2020	15.54	7520.26	RGWCD
12/4/2020	15.41	7520.39	RGWCD
1/12/2021	15.29	7520.51	RGWCD
2/9/2021	15.64	7520.16	RGWCD
USGS 374410105464701, NA04001109BBB, RGWCD27A			
RG27A			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
75.3	37.73608331 N	105.78032456 W	7537.22
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2020	14.68	7522.54	RGWCD
2/7/2020	15.00	7522.22	RGWCD
3/4/2020	15.02	7522.20	RGWCD
4/9/2020	15.01	7522.21	RGWCD
5/7/2020	14.98	7522.24	RGWCD
6/8/2020	14.96	7522.26	RGWCD
7/8/2020	14.97	7522.25	RGWCD
8/5/2020	14.83	7522.39	RGWCD
9/11/2020	15.01	7522.21	RGWCD
10/7/2020	14.92	7522.30	RGWCD
11/5/2020	14.99	7522.23	RGWCD
12/4/2020	14.56	7522.66	RGWCD
1/12/2021	14.60	7522.62	RGWCD
2/9/2021	14.57	7522.65	RGWCD
USGS 374704105590002, NA04100921DAA, RGWCD28-1			
RG28-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
32.0	37.78448396 N	105.98354869 W	7579.49
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2020	31.32	7548.27	RGWCD
2/7/2020	31.63	7547.96	RGWCD
3/4/2020	32.15	7547.44	RGWCD
4/9/2020	32.12	7547.47	RGWCD
5/7/2020	32.82	7546.77	RGWCD

6/8/2020	32.37	7547.22	RGWCD
7/7/2020	33.36	7546.23	RGWCD
8/5/2020	33.78	7545.81	RGWCD
9/11/2020	No Measurement	-	RGWCD
10/9/2020	33.92	7545.67	RGWCD
11/5/2020	33.97	7545.62	RGWCD
12/4/2020	No Measurement	-	RGWCD
1/12/2021	33.77	7545.82	RGWCD
2/9/2021	33.85	7545.74	RGWCD
USGS 374505105554001, NA04100936DDA, RGWCD28A			
RG28A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
53.0	37.75197957 N	105.92816372 W	7571.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2020	35.83	7536.11	RGWCD
2/7/2020	35.78	7536.16	RGWCD
3/4/2020	35.64	7536.30	RGWCD
4/9/2020	35.55	7536.39	RGWCD
5/7/2020	35.85	7536.09	RGWCD
6/8/2020	36.04	7535.90	RGWCD
7/8/2020	37.39	7534.55	RGWCD
8/5/2020	38.42	7533.52	RGWCD
9/11/2020	39.32	7532.62	RGWCD
10/6/2020	39.50	7532.44	RGWCD
11/2/2020	39.69	7532.25	RGWCD
12/4/2020	39.46	7532.48	RGWCD
1/12/2021	39.21	7532.73	RGWCD
2/9/2021	39.06	7532.88	RGWCD
USGS 374446106022001, NA04000801AAD, RGWCD29			
RG29			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.74568511 N	106.03849378 W	7608.27
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	Well Dry	-	RGWCD
2/5/2020	Well Dry	-	RGWCD
3/3/2020	Well Dry	-	RGWCD
4/7/2020	Well Dry	-	RGWCD
5/7/2020	Well Dry	-	RGWCD
6/8/2020	Well Dry	-	RGWCD
7/6/2020	Well Dry	-	RGWCD
8/5/2020	Well Dry	-	RGWCD
9/11/2020	Well Dry	-	RGWCD
10/6/2020	Well Dry	-	RGWCD
11/4/2020	Well Dry	-	RGWCD
12/4/2020	Well Dry	-	RGWCD
1/8/2021	Well Dry	-	RGWCD
2/9/2021	Well Dry	-	RGWCD
RGWCD29A			
RG29A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.74810207 N	106.03860429 W	7608.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	30.95	7578.05	RGWCD
2/5/2020	30.75	7578.25	RGWCD
3/3/2020	30.49	7578.51	RGWCD
4/7/2020	29.95	7579.05	RGWCD
5/7/2020	30.00	7579.00	RGWCD

6/8/2020	29.49	7579.51	RGWCD
7/6/2020	31.87	7577.13	RGWCD
8/6/2020	33.91	7575.09	RGWCD
9/11/2020	35.13	7573.87	RGWCD
10/6/2020	34.83	7574.17	RGWCD
11/3/2020	34.44	7574.56	RGWCD
12/4/2020	33.81	7575.19	RGWCD
1/8/2021	33.09	7575.91	RGWCD
2/9/2021	32.89	7576.11	RGWCD

USGS 374736106053404, NA04100815CCC4, RGWCD29-1

RG29-1

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.3	37.79492139 N	106.09337319 W	7622.47

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	Well Dry	-	RGWCD
2/5/2020	Well Dry	-	RGWCD
3/4/2020	33.74	7588.73	RGWCD
4/7/2020	33.32	7589.15	RGWCD
5/6/2020	33.88	7588.59	RGWCD
6/8/2020	Well Dry	-	RGWCD
7/6/2020	Well Dry	-	RGWCD
8/5/2020	Well Dry	-	RGWCD
9/11/2020	Well Dry	-	RGWCD
10/6/2020	Well Dry	-	RGWCD
11/2/2020	Well Dry	-	RGWCD
12/4/2020	Well Dry	-	RGWCD
1/8/2021	Well Dry	-	RGWCD
2/9/2021	Well Dry	-	RGWCD

USGS 374455106085501, NA04100831CCC, RGWCD31

RG31

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)
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			NAVD88)
73.0	37.74863225 N	106.14876475 W	7668.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/8/2020	32.17	7636.13	RGWCD
2/4/2020	33.06	7635.24	RGWCD
3/3/2020	33.77	7634.53	RGWCD
4/7/2020	34.53	7633.77	RGWCD
5/6/2020	35.21	7633.09	RGWCD
6/8/2020	No Measurement	-	RGWCD
7/8/2020	37.19	7631.11	RGWCD
8/6/2020	38.35	7629.95	RGWCD
9/11/2020	39.57	7628.73	RGWCD
10/6/2020	40.58	7627.72	RGWCD
11/3/2020	41.40	7626.90	RGWCD
12/4/2020	40.78	7627.52	RGWCD
1/8/2021	41.06	7627.24	RGWCD
2/8/2021	41.30	7627.00	RGWCD
USGS 374500106153401, NA04100636DDD, RGWCD33B			
RG33B			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.75035656 N	106.25933339 W	7755.58
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/8/2020	76.09	7679.49	RGWCD
2/5/2020	75.54	7680.04	RGWCD
3/3/2020	75.19	7680.39	RGWCD
4/7/2020	75.10	7680.48	RGWCD
5/6/2020	76.05	7679.53	RGWCD

6/4/2020	77.00	7678.58	RGWCD
7/6/2020	78.76	7676.82	RGWCD
8/4/2020	78.61	7676.97	RGWCD
9/4/2020	79.41	7676.17	RGWCD
10/6/2020	78.82	7676.76	RGWCD
11/3/2020	78.52	7677.06	RGWCD
12/7/2020	78.44	7677.14	RGWCD
1/8/2021	78.14	7677.44	RGWCD
2/8/2021	78.00	7677.58	RGWCD
USGS 374046106163801, NA04000625CBC, RGWCD35			
RG35			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
48.0	37.67986113 N	106.27752283 W	7810.76
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/8/2020	Well Dry	-	RGWCD
2/5/2020	Well Dry	-	RGWCD
3/3/2020	Well Dry	-	RGWCD
4/7/2020	Well Dry	-	RGWCD
5/6/2020	Well Dry	-	RGWCD
6/4/2020	Well Dry	-	RGWCD
7/6/2020	Well Dry	-	RGWCD
8/4/2020	Well Dry	-	RGWCD
9/4/2020	Well Dry	-	RGWCD
10/6/2020	Well Dry	-	RGWCD
11/3/2020	Well Dry	-	RGWCD
12/7/2020	Well Dry	-	RGWCD
1/8/2021	Well Dry	-	RGWCD
2/8/2021	Well Dry	-	RGWCD
RGWCD35A			
RG35A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)

			NAVD88)
-	37.67984318 N	106.27752760 W	7811.09
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/8/2020	36.26	7774.84	RGWCD
2/5/2020	38.46	7772.64	RGWCD
3/3/2020	40.66	7770.44	RGWCD
4/7/2020	43.34	7767.76	RGWCD
5/6/2020	44.76	7766.34	RGWCD
6/4/2020	44.00	7767.10	RGWCD
7/6/2020	41.32	7769.78	RGWCD
8/4/2020	40.34	7770.76	RGWCD
9/4/2020	44.18	7766.92	RGWCD
10/6/2020	41.83	7769.27	RGWCD
11/3/2020	41.66	7769.44	RGWCD
12/7/2020	43.19	7767.91	RGWCD
1/8/2021	45.28	7765.82	RGWCD
2/8/2021	46.90	7764.20	RGWCD
USGS 373924106082501, NA03900806BCB, RGWCD37			
RG37			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
37.0	37.65664607 N	106.14877939 W	7683.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2020	28.59	7654.71	RGWCD
2/5/2020	28.86	7654.44	RGWCD
3/3/2020	29.11	7654.19	RGWCD
4/6/2020	29.38	7653.92	RGWCD
5/7/2020	30.71	7652.59	RGWCD
6/4/2020	31.65	7651.65	RGWCD

7/6/2020	34.57	7648.73	RGWCD
8/4/2020	36.45	7646.85	RGWCD
9/11/2020	36.91	7646.39	RGWCD
10/6/2020	36.40	7646.90	RGWCD
11/3/2020	35.77	7647.53	RGWCD
12/7/2020	35.34	7647.96	RGWCD
1/8/2021	34.90	7648.40	RGWCD
2/8/2021	34.71	7648.59	RGWCD
USGS 374210106053001, NA04000815CCC, RGWCD37-1			
RG37-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.70511497 N	106.09358614 W	7642.92
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	32.09	7610.83	RGWCD
2/5/2020	31.75	7611.17	RGWCD
3/3/2020	31.61	7611.31	RGWCD
4/7/2020	31.59	7611.33	RGWCD
5/7/2020	32.06	7610.86	RGWCD
6/9/2020	32.07	7610.85	RGWCD
7/6/2020	35.11	7607.81	RGWCD
8/4/2020	37.03	7605.89	RGWCD
9/11/2020	36.74	7606.18	RGWCD
10/6/2020	36.35	7606.57	RGWCD
11/3/2020	36.40	7606.52	RGWCD
12/4/2020	36.14	7606.78	RGWCD
1/8/2021	35.76	7607.16	RGWCD
2/9/2021	35.65	7607.27	RGWCD
USGS 373944106022001, NA04000931CCC, RGWCD39			
RG39			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)

28.0	37.66177691 N	106.03886731 W	7616.65
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	22.77	7593.88	RGWCD
2/7/2020	22.37	7594.28	RGWCD
3/3/2020	22.18	7594.47	RGWCD
4/7/2020	22.02	7594.63	RGWCD
5/7/2020	22.83	7593.82	RGWCD
6/9/2020	21.20	7595.45	RGWCD
7/8/2020	25.36	7591.29	RGWCD
8/4/2020	26.63	7590.02	RGWCD
9/11/2020	26.59	7590.06	RGWCD
10/6/2020	26.31	7590.34	RGWCD
11/3/2020	26.19	7590.46	RGWCD
12/4/2020	25.92	7590.73	RGWCD
1/8/2021	25.44	7591.21	RGWCD
2/9/2021	25.14	7591.51	RGWCD
USGS 374220105585801, NA04000916DDD, RGWCD39-1			
RG39-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
29.2	37.70534055 N	105.98357822 W	7590.86
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	26.41	7564.45	RGWCD
2/5/2020	25.94	7564.92	RGWCD
3/3/2020	25.60	7565.26	RGWCD
4/7/2020	25.29	7565.57	RGWCD
5/7/2020	25.09	7565.77	RGWCD
6/9/2020	25.13	7565.73	RGWCD
7/7/2020	25.50	7565.36	RGWCD
8/12/2020	26.27	7564.59	RGWCD

9/11/2020	26.68	7564.18	RGWCD
10/6/2020	26.60	7564.26	RGWCD
11/3/2020	26.57	7564.29	RGWCD
12/4/2020	25.45	7565.41	RGWCD
1/12/2021	26.21	7564.65	RGWCD
2/9/2021	26.02	7564.84	RGWCD
USGS 373944105553701, NA03901006BBB, RGWCD40			
RG40			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
28.0	37.66183616 N	105.92740756 W	7575.14
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/10/2020	15.95	7559.19	RGWCD
2/7/2020	15.99	7559.15	RGWCD
3/3/2020	15.83	7559.31	RGWCD
4/9/2020	15.70	7559.44	RGWCD
5/7/2020	15.73	7559.41	RGWCD
6/9/2020	15.25	7559.89	RGWCD
7/7/2020	16.89	7558.25	RGWCD
8/4/2020	17.89	7557.25	RGWCD
9/11/2020	18.33	7556.81	RGWCD
10/7/2020	17.78	7557.36	RGWCD
11/3/2020	17.48	7557.66	RGWCD
12/7/2020	17.42	7557.72	RGWCD
1/12/2021	17.14	7558.00	RGWCD
2/9/2021	16.78	7558.36	RGWCD
USGS 373947105490701, NA03901106BBB, RGWCD41			
RG41			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.66237308 N	105.81863525 W	7542.08
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/10/2020	9.97	7532.11	RGWCD
2/7/2020	10.07	7532.01	RGWCD
3/2/2020	10.21	7531.87	RGWCD
4/6/2020	10.35	7531.73	RGWCD
5/4/2020	7.06	7535.02	RGWCD
6/8/2020	8.71	7533.37	RGWCD
7/7/2020	9.70	7532.38	RGWCD
8/4/2020	10.08	7532.00	RGWCD
9/8/2020	10.40	7531.68	RGWCD
10/7/2020	10.49	7531.59	RGWCD
11/2/2020	10.69	7531.39	RGWCD
12/2/2020	10.90	7531.18	RGWCD
1/6/2021	10.91	7531.17	RGWCD
2/4/2021	10.96	7531.12	RGWCD
USGS 373433105513201, NA03901034DDD, RGWCD49			
RG49			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.57517204 N	105.85856339 W	7548.69
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2020	7.57	7540.71	RGWCD
2/5/2020	7.60	7540.68	RGWCD
3/3/2020	7.63	7540.65	RGWCD
4/7/2020	7.67	7540.61	RGWCD
5/7/2020	7.69	7540.59	RGWCD
6/4/2020	7.62	7540.66	RGWCD
7/6/2020	7.75	7540.53	RGWCD
8/3/2020	7.92	7540.36	RGWCD
9/8/2020	8.10	7540.18	RGWCD
10/6/2020	7.95	7540.33	RGWCD

11/3/2020	7.97	7540.31	RGWCD
12/7/2020	8.01	7540.27	RGWCD
1/12/2021	7.89	7540.39	RGWCD
2/8/2021	7.91	7540.37	RGWCD
USGS 373429105554001, NA03901031CCC, RGWCD50A			
RG50A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.57448259 N	105.92832561 W	7569.82
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/10/2019	15.52	7554.30	RGWCD
2/5/2020	15.43	7554.39	RGWCD
3/3/2020	15.34	7554.48	RGWCD
4/7/2020	15.24	7554.58	RGWCD
5/7/2020	15.15	7554.67	RGWCD
6/4/2020	15.14	7554.68	RGWCD
7/6/2020	15.48	7554.34	RGWCD
8/6/2020	15.64	7554.18	RGWCD
9/8/2020	15.69	7554.13	RGWCD
10/6/2020	15.88	7553.94	RGWCD
11/3/2020	15.94	7553.88	RGWCD
12/7/2020	15.93	7553.89	RGWCD
1/12/2021	15.61	7554.21	RGWCD
2/8/2021	15.46	7554.36	RGWCD
USGS 373704105593401, NA03900921BAA1, RGWCD50-1			
RG50-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
32.5	37.61788754 N	105.99401756 W	7594.77
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2020	16.41	7578.36	RGWCD
2/5/2020	15.96	7578.81	RGWCD
3/3/2020	15.74	7579.03	RGWCD
4/7/2020	15.52	7579.25	RGWCD
5/7/2020	15.88	7578.89	RGWCD
6/4/2020	17.04	7577.73	RGWCD
7/6/2020	19.21	7575.56	RGWCD
8/4/2020	20.04	7574.73	RGWCD
9/8/2020	19.01	7575.76	RGWCD
10/6/2020	18.30	7576.47	RGWCD
11/3/2020	17.82	7576.95	RGWCD
12/7/2020	17.52	7577.25	RGWCD
1/20/2021	17.02	7577.75	RGWCD
2/8/2021	16.81	7577.96	RGWCD
USGS 373438106022101, NA03900931CCB, RGWCD51			
RG51			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.57691792 N	106.03893236 W	7602.3
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/10/2020	5.48	7596.82	RGWCD
2/5/2020	5.52	7596.78	RGWCD
3/3/2020	5.81	7596.49	RGWCD
4/7/2020	5.89	7596.41	RGWCD
5/7/2020	5.08	7597.22	RGWCD
6/4/2020	4.71	7597.59	RGWCD
7/6/2020	6.04	7596.26	RGWCD
8/6/2020	6.07	7596.23	RGWCD
9/8/2020	6.40	7595.90	RGWCD
10/6/2020	6.36	7595.94	RGWCD
11/3/2020	6.04	7596.26	RGWCD

12/7/2020	6.28	7596.02	RGWCD
1/12/2021	5.90	7596.40	RGWCD
2/8/2021	5.94	7596.36	RGWCD
USGS 373705106051701, NA03900815CDC, RGWCD51-1			
RG51-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.61804315 N	106.08926406 W	7638.71
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/8/2020	9.47	7629.24	RGWCD
2/5/2020	9.74	7628.97	RGWCD
3/3/2020	9.93	7628.78	RGWCD
4/7/2020	10.13	7628.58	RGWCD
5/7/2020	8.51	7630.20	RGWCD
6/4/2020	7.38	7631.33	RGWCD
7/6/2020	10.46	7628.25	RGWCD
8/4/2020	12.09	7626.62	RGWCD
9/8/2020	13.67	7625.04	RGWCD
10/6/2020	13.40	7625.31	RGWCD
11/3/2020	13.46	7625.25	RGWCD
12/7/2020	13.35	7625.36	RGWCD
1/8/2021	13.25	7625.46	RGWCD
2/8/2021	13.28	7625.43	RGWCD

USGS 374030106020001, NA04000931BAB, RGWCD ALA 2			
ALA 2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
415.0	37.67500094 N	106.03391380 W	7614.27
Confined Aquifer			

Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2020	-10.62	7624.68	RGWCD
2/25/2020	-11.03	7625.09	RGWCD
3/26/2020	-9.49	7623.55	RGWCD
4/24/2020	-9.51	7623.57	RGWCD
5/19/2020	-8.50	7622.56	RGWCD
6/18/2020	-5.56	7619.62	RGWCD
7/21/2020	-3.95	7618.01	RGWCD
8/21/2020	-3.73	7617.79	RGWCD
9/22/2020	-3.01	7617.07	RGWCD
10/21/2020	-7.05	7621.11	RGWCD
11/18/2020	-7.51	7621.57	RGWCD
12/21/2020	-8.08	7622.14	RGWCD
1/30/2021	-8.47	7622.53	RGWCD
*Preliminary Measurement			
USGS 373457106003801, NA03900932BCC, RGWCD ALA10			
ALA 10			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2084.0	37.58139100 N	106.02141390 W	7596.20
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/22/2020	-18.39	7616.77	RGWCD
2/14/2020	-20.19	7618.57	RGWCD
3/30/2020	-20.24	7618.62	RGWCD
4/20/2020	-19.36	7617.74	RGWCD
5/19/2020	-16.62	7615.00	RGWCD
6/23/2020	-17.59	7615.97	RGWCD
7/21/2020	-15.03	7613.41	RGWCD
8/21/2020	-14.66	7613.04	RGWCD
9/22/2020	-13.97	7612.35	RGWCD
10/19/2020	-13.97	7612.35	RGWCD

11/18/2020	-14.47	7612.85	RGWCD
12/31/2020	No Measurement	-	RGWCD
1/30/2021	No Measurement	-	RGWCD
*Preliminary Measurement			
USGS 373748105511501, NA03901014BBC, RGWCD ALA 13			
ALA 13			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2150.0	37.63000180 N	105.85474300 W	7551.8
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2020	-11.15	7566.48	RGWCD
2/13/2020	-11.37	7566.70	RGWCD
3/30/2020	-11.37	7566.70	RGWCD
4/27/2020	-10.38	7565.71	RGWCD
5/21/2020	No Measurement	-	RGWCD
6/18/2020	1.25	7554.08	RGWCD
7/17/2020	No Measurement	-	RGWCD
8/21/2020	No Measurement	-	RGWCD
9/21/2020	1.95	7553.38	RGWCD
10/18/2020	-1.79	7557.12	RGWCD
11/18/2020	-6.89	7562.22	RGWCD
12/31/2020	No Measurement	-	RGWCD
1/11/2021	-7.41	7562.74	RGWCD
*Preliminary Measurement			
USGS 373633106040901, NA03900823CAB, RGWCD RIO 3			
RIO 3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)

			NAVD88)
199.0	37.60916667 N	106.06916670 W	7629.37
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/22/2020	No Measurement	-	RGWCD
2/14/2020	No Measurement	-	RGWCD
3/30/2020	No Measurement	-	RGWCD
4/20/2020	No Measurement	-	RGWCD
5/30/2020	No Measurement	-	RGWCD
6/30/2020	No Measurement	-	RGWCD
7/20/2020	No Measurement	-	RGWCD
8/20/2020	No Measurement	-	RGWCD
9/25/2020	No Measurement	-	RGWCD
11/25/2020	No Measurement	-	RGWCD
10/22/2020	No Measurement	-	RGWCD
12/18/2020	No Measurement	-	RGWCD
1/31/2021	No Measurement	-	RGWCD
*Preliminary Measurement			
USGS 373620106054001, NA03900821DDA, RGWCD RIO 4			
RIO 4			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
986.0	37.60555786 N	106.09502700 W	7636.44
Confined Aquifer			

Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/22/2020	-4.29	7641.57	RGWCD
2/14/2020	-4.17	7641.45	RGWCD
3/30/2020	-2.97	7640.25	RGWCD
4/20/2020	-3.33	7640.61	RGWCD
5/19/2020	-1.05	7638.33	RGWCD
6/18/2020	No Measurement	-	RGWCD
7/20/2020	No Measurement	-	RGWCD
8/20/2020	0.74	7636.54	RGWCD
9/22/2020	1.01	7636.27	RGWCD
10/15/2020	0.72	7636.56	RGWCD
11/18/2020	-0.07	7637.35	RGWCD
12/31/2020	No Measurement	-	RGWCD
1/30/2021	-1.11	7638.39	RGWCD
*Preliminary Measurement			
USGS 375035106105501, NA04200735BCC, RGWCD SAG 1			
SAG1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
825.0	37.84305656 N	106.18252770 W	7651.62
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2020	28.22	7622.65	RGWCD
2/19/2020	25.48	7625.39	RGWCD
3/23/2020	25.14	7625.73	RGWCD
4/23/2020	27.3	7623.57	RGWCD
5/26/2020	No Measurement	-	RGWCD
6/24/2020	No	-	RGWCD

	Measurement		
7/13/2020	35.72	7615.15	RGWCD
8/24/2020	No Measurement	-	RGWCD
9/16/2020	32.61	7618.26	RGWCD
10/16/2020	32.34	7618.53	RGWCD
11/13/2020	32.66	7618.21	RGWCD
12/17/2020	29.49	7621.38	RGWCD
1/20/2021	28.64	7622.23	RGWCD
*Preliminary Measurement			
USGS 375310106021501, NA04200907CCC, RGWCD SAG 2			
SAG 2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
1987.0	37.73608331 N	105.78032456 W	7567.15
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
1/21/2020	-40.443	7606.793	RGWCD
2/20/2020	-38.76	7605.11	RGWCD
3/26/2020	-40.57	7606.92	RGWCD
4/22/2020	-26.96	7593.31	RGWCD
5/22/2020	-24.74	7591.09	RGWCD
6/23/2020	-22.27	7588.62	RGWCD
7/17/2020	-20.55	7586.90	RGWCD
8/25/2020	-20.50	7586.85	RGWCD
9/17/2020	-20.21	7586.56	RGWCD
10/19/2020	-22.68	7589.03	RGWCD
11/16/2020	-34.39	7600.74	RGWCD
12/31/2020	No Measurement	-	RGWCD
1/18/2021	-38.46	7604.81	RGWCD
*Preliminary Measurement			
USGS 375155106021501, NA04200919CCC1, RGWCD SAG 4			
SAG 4			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2301.0	37.86527760 N	106.03807770 W	7572.18
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2020	-41.822	7616.14	RGWCD
2/20/2020	-41.60	7615.92	RGWCD
3/26/2020	No Measurement	-	RGWCD
4/22/2020	-39.34	7613.66	RGWCD
5/22/2020	-36.75	7611.07	RGWCD
6/23/2020	-33.00	7607.32	RGWCD
7/17/2020	-26.17	7600.49	RGWCD
8/25/2020	-32.2	7606.52	RGWCD
9/17/2020	-30.847	7605.17	RGWCD
10/19/2020	-36.36	7610.68	RGWCD
11/16/2020	-37.13	7611.45	RGWCD
12/31/2020	No Measurement	-	RGWCD
1/18/2021	-40.50	7614.82	RGWCD
*Preliminary Measurement			
USGS 375154106102501, NA04200723CDD, RGWCD SAG 6			
SAG 6			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.86500084 N	106.17419380 W	7634.59
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2020	12.73	7622.58	RGWCD
2/19/2020	12.51	7622.80	RGWCD
3/21/2020	12.39	7622.92	RGWCD

4/23/2020	14.37	7620.94	RGWCD
5/25/2020	No Measurement	-	RGWCD
6/24/2020	No Measurement	-	RGWCD
7/13/2020	No Measurement	-	RGWCD
8/24/2020	No Measurement	-	RGWCD
9/16/2020	No Measurement	-	RGWCD
10/16/2020	18.91	7616.40	RGWCD
11/13/2020	17.80	7617.51	RGWCD
12/17/2020	16.50	7618.81	RGWCD
1/20/2021	16.41	7618.90	RGWCD
*Preliminary Measurement			
USGS 375255106084401, NA04200818CCB, RGWCD SAG 9			
SAG 9			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
900.0	37.88194500 N	106.14613690 W	7609.52
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2020	-6.88	7617.78	RGWCD
2/19/2020	-8.11	7619.01	RGWCD
3/24/2020	-6.6	7617.50	RGWCD
4/23/2020	-4.35	7615.25	RGWCD
5/26/2020	-0.42	7611.32	RGWCD
6/24/2020	No Measurement	-	RGWCD
7/13/2020	No Measurement	-	RGWCD
8/24/2020	3.41	7607.49	RGWCD
9/16/2020	0.12	7610.78	RGWCD
10/16/2020	-0.72	7611.62	RGWCD
11/13/2020	-1.76	7612.66	RGWCD

12/22/2020	-4.41	7615.31	RGWCD
1/30/2021	No Measurement	-	RGWCD
*Preliminary Measurement			
USGS 375310106050001, NA04200815ACC, RGWCD SAG 10			
SAG 10			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2087.0	37.88638899 N	106.08196780 W	7584.32
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2020	-31.25	7615.74	RGWCD
2/19/2020	-31.28	7615.77	RGWCD
3/24/2020	-29.95	7614.44	RGWCD
4/23/2020	-27.04	7611.53	RGWCD
5/26/2020	-21.46	7605.95	RGWCD
6/24/2020	-19.53	7604.02	RGWCD
7/13/2020	-18.87	7603.36	RGWCD
8/24/2020	-17.96	7602.45	RGWCD
9/16/2020	-19.59	7604.08	RGWCD
10/16/2020	-23.33	7607.82	RGWCD
11/13/2020	-24.45	7608.94	RGWCD
12/22/2020	-28.75	7613.24	RGWCD
1/30/2021	No Measurement	-	RGWCD
*Preliminary Measurement			
USGS 375009106021001, NA04200931CCC, RGWCD SAG 11			
SAG 11			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
1350.0	37.83583318 N	106.03668950 W	7582.21
Confined Aquifer			

Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2020	-26.51	7607.72	RGWCD
2/21/2020	-28.50	7609.71	RGWCD
3/26/2020	-30.13	7611.34	RGWCD
4/22/2020	-26.93	7608.14	RGWCD
5/22/2020	-24.93	7606.14	RGWCD
6/23/2020	-23.05	7604.26	RGWCD
7/17/2020	-21.63	7602.84	RGWCD
8/25/2020	-20.10	7601.31	RGWCD
9/17/2020	-20.31	7601.52	RGWCD
10/19/2020	-21.89	7603.10	RGWCD
11/16/2020	-26.59	7607.80	RGWCD
12/31/2020	No Measurement	-	RGWCD
1/18/2021	-29.09	7610.30	RGWCD
*Preliminary Measurement			
USGS 374915106013001, NA04100906DCD, RGWCD SAG 17			
SAG 17			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
700.0	37.82111088 N	106.02557830 W	7583.18
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2020	-21.10	7604.23	RGWCD
2/20/2020	-20.35	7603.48	RGWCD
3/26/2020	-22.85	7605.98	RGWCD
4/22/2020	-25.87	7609.00	RGWCD
5/22/2020	-23.11	7606.24	RGWCD
6/23/2020	-18.78	7601.91	RGWCD
7/17/2020	-17.77	7600.90	RGWCD
8/25/2020	-18.88	7602.01	RGWCD
9/17/2020	-19.04	7602.17	RGWCD

10/16/2020	-20.25	7603.38	RGWCD
11/16/2020	-21.35	7604.48	RGWCD
12/22/2020	-22.70	7605.83	RGWCD
1/18/2021	-23.17	7606.30	RGWCD
*Preliminary Measurement			

USGS 373450105592901, NA03900933ABA				
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)	
86.0	37.58871896 N	105.98975942 W	7593.61	
Unconfined Aquifer				
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)	
	Date			
	1/30/2017	10.29	7583.32	USGS
	1/30/2018	8.6	7585.01	USGS
	1/15/2019	10.92	7582.69	USGS
	1/15/2020	7.64	7585.97	USGS
USGS 373820105541501, NA03901008ABB				
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)	
104.0	37.64725136 N	105.90088300 W	7567.84	
Confined Aquifer				
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)	
	Date			
	1/30/2017	11.43	7556.41	USGS
	1/30/2018	11.24	7556.6	USGS
	1/15/2019	14.77	7553.07	USGS
	1/15/2020	10.86	7556.98	USGS
USGS 373855105490901, NA03901001DDD1				
EW-32U				
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)	

			NAVD88)
45.0	37.64852484 N	105.81991496 W	7542.15
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	7.04	7535.11	USBR
2/15/2020	7.04	7535.11	USBR
3/15/2020	6.98	7535.17	USBR
4/15/2020	6.93	7535.22	USBR
5/15/2020	6.88	7535.27	USBR
6/15/2020	7.12	7535.03	USBR
7/15/2020	7.32	7534.83	USBR
8/16/2020	7.45	7534.70	USBR
9/15/2020	7.28	7534.87	USBR
10/15/2020	7.18	7534.97	USBR
11/15/2020	7.16	7534.99	USBR
12/15/2020	7.10	7535.05	USBR
1/15/2021	7.10	7535.05	USBR
2/15/2021	7.10	7535.05	USBR
USGS 373855105490902, NA03901001DDD2			
EW-32C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
200.0	37.64852484 N	105.81991496 W	7542.15
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	8.04	7534.11	USBR
2/15/2020	7.86	7534.29	USBR
3/15/2020	7.65	7534.50	USBR
4/15/2020	7.57	7534.58	USBR
5/15/2020	9.31	7532.84	USBR
6/15/2020	9.80	7532.35	USBR

7/15/2020	10.22	7531.93	USBR
8/16/2020	10.64	7531.51	USBR
9/15/2020	9.60	7532.55	USBR
10/15/2020	9.28	7532.87	USBR
11/15/2020	9.02	7533.13	USBR
12/15/2020	8.68	7533.47	USBR
1/15/2021	8.46	7533.69	USBR
2/15/2021	8.28	7533.87	USBR
USGS 373950105534001, NA04001033BCB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
135.0	37.67158430 N	105.89138270 W	7562.85
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2017	12.42	7550.43	USGS
1/30/2018	12.44	7550.41	USGS
1/15/2019	15.37	7547.48	USGS
1/15/2020	12.36	7550.49	USGS
USGS 374002106021401, NA04000931BBC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.67227880 N	106.03871950 W	7616.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2017	24.66	7591.63	USGS
1/30/2018	22.79	7593.5	USGS
1/15/2019	26.47	7589.82	USGS
1/15/2020	23.35	7592.94	USGS
USGS 374110105565501, NA04000924CCC			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
62.0	37.69111165 N	105.94621710 W	7579.96
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2016	No Measurement	-	USGS
USGS 374224105493901, NA04001024BAA1			
EW-33U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.70649518 N	105.82779667 W	7545.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	22.64	7522.65	USBR
2/15/2020	22.45	7522.84	USBR
3/15/2020	22.31	7522.98	USBR
4/15/2020	22.17	7523.12	USBR
5/15/2020	22.17	7523.12	USBR
6/15/2020	22.31	7522.98	USBR
7/10/2020	22.68	7522.61	USBR
7/15/2020	22.76	7522.53	USBR
8/15/2020	23.14	7522.15	USBR
9/15/2020	23.24	7522.05	USBR
10/15/2020	23.14	7522.15	USBR
11/15/2020	22.94	7522.35	USBR
12/15/2020	22.80	7522.49	USBR
1/15/2021	22.64	7522.65	USBR
2/15/2021	22.46	7522.83	USBR
USGS 374224105493902, NA04001024BAA2			
EW-33C			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
152.0	37.70649518 N	105.82779667 W	7545.29
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	20.93	7524.36	USBR
2/15/2020	20.77	7524.52	USBR
3/15/2020	20.62	7524.67	USBR
4/15/2020	20.86	7524.43	USBR
5/15/2020	21.75	7523.54	USBR
6/15/2020	25.47	7519.82	USBR
7/10/2020	31.92	7513.37	USBR
7/15/2020	30.02	7515.27	USBR
8/15/2020	28.14	7517.15	USBR
9/15/2020	22.93	7522.36	USBR
10/15/2020	22.51	7522.78	USBR
11/15/2020	21.88	7523.41	USBR
12/15/2020	21.36	7523.93	USBR
1/15/2021	21.18	7523.93	USBR
2/15/2021	21.08	7524.11	USBR
USGS 374315105513001, NA04001011CBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
84.0	37.72800006 N	105.85457610 W	7550.86
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2016	No Measurement	-	USGS
USGS 374407105511601, NA04001010AAA1			
EW-35U			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.73525282 N	105.85502763 W	7548.76
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	18.74	7530.02	USBR
2/15/2020	18.58	7530.18	USBR
3/15/2020	18.50	7530.26	USBR
4/15/2020	18.52	7530.24	USBR
5/15/2020	18.85	7529.91	USBR
6/15/2020	18.92	7529.84	USBR
7/11/2020	19.74	7529.02	USBR
7/15/2020	19.86	7528.90	USBR
8/15/2020	20.62	7528.14	USBR
9/15/2020	20.88	7527.88	USBR
10/15/2020	20.79	7527.97	USBR
11/15/2020	20.61	7528.15	USBR
12/15/2020	20.39	7528.37	USBR
1/15/2021	20.25	7528.51	USBR
2/15/2021	20.11	7528.65	USBR
USGS 374407105511602, NA04001010AAA2			
EW-35C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.73525282 N	105.85502763 W	7548.76
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	18.49	7530.27	USBR
2/15/2020	18.42	7530.34	USBR
3/15/2020	18.4	7530.36	USBR
4/15/2020	19.38	7529.38	USBR

5/15/2020	20.09	7528.67	USBR
6/15/2020	25.71	7523.05	USBR
7/11/2020	31.98	7516.78	USBR
7/15/2020	31.53	7517.23	USBR
8/15/2020	29.27	7519.49	USBR
9/15/2020	21.31	7527.45	USBR
10/15/2020	21.86	7526.90	USBR
11/15/2020	20.38	7528.38	USBR
12/15/2020	20.1	7528.66	USBR
1/15/2021	20.0	7528.76	USBR
2/15/2021	19.89	7528.87	USBR
USGS 373640106032002, NA03900824BBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
77.0	37.61727967 N	106.05749800 W	7623.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	15.24	7608.1	USGS
2/7/2018	12.73	7610.61	USGS
2/8/2019	18.57	7604.77	USGS
2/3/2020	14.80	7608.54	USGS
USGS 373828106071502, NA03900808ABB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
54.0	37.64708002 N	106.12105186 W	7660.77
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	22.50	7638.27	USGS
2/7/2018	19.10	7641.67	USGS
2/7/2019	25.34	7635.43	USGS

2/3/2020	22.18	7638.59	USGS
USGS 373830106094001, NA03900712BAB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
42396.0	26.59	7667.79	USGS
43159.0	23.51	7670.87	USGS
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	26.59	7667.79	USGS
3/29/2017	24.75	7669.63	Divide Study
2/7/2018	20.99	7673.39	USGS
2/28/2018	23.51	7670.87	USGS
2/7/2019	32.06	7662.32	USGS
2/3/2020	30.01	7664.37	USGS
USGS 373920106113001, NA03900703ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.66029452 N	106.19497384 W	7726.4
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	33.49	7692.91	USGS
2/7/2018	31.25	7695.15	USGS
2/7/2019	44.07	7682.33	USGS
2/3/2020	34.76	7691.64	USGS
USGS 373924106084801, NA03900806BBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
14.0	37.66108539 N	106.14822280 W	7684.6
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	12.47	7672.13	USGS
2/7/2018	12.39	7672.21	USGS
2/7/2019	12.60	7672.00	USGS
2/3/2020	12.16	7672.44	USGS
USGS 374032106060202, NA04000828DBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
42767.0	32.63	7618.87	USGS
43138.0	28.15	7623.35	USGS
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	34.65	7616.85	USGS
2/1/2017	32.63	7618.87	USGS
2/7/2018	28.15	7623.35	USGS
2/7/2019	34.23	7617.27	USGS
2/3/2020	30.77	7620.73	USGS
USGS 374245106025501, NA04000813ABB1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
60.0	37.71902825 N	106.04766400 W	7616.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	28.05	7588.29	USGS
2/7/2018	27.45	7589.29	USGS
2/7/2019	30.72	7585.62	USGS
2/3/2020	26.92	7589.42	USGS

USGS 374305106163701, NA04000614AAA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
21.0	37.7191413	106.279449	7798.67
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2013	20.52	7778.15	USGS
2/1/2017	20.8	7777.87	USGS
USGS 374350106025001, NA04000801DCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
70.0	37.73397250 N	106.04746950 W	7616.35
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	27.83	7588.52	USGS
2/7/2018	28.02	7588.33	USGS
2/7/2019	31.22	7585.13	USGS
2/3/2020	28.49	7587.86	USGS
USGS 374415106063002, NA04000804BCC2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
90.0	37.74166749 N	106.11188800 W	7645.53
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	39.71	7605.82	USGS
2/7/2018	37.76	7607.77	USGS

2/7/2019	41.53	7604.00	USGS
2/3/2020	36.69	7608.84	USGS
USGS 374549105540201, NA04101032ABB1			
EW-40U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.76367186 N	105.90050172 W	7555.25
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	28.87	7526.38	USBR
2/15/2020	28.73	7526.52	USBR
3/15/2020	28.56	7526.69	USBR
4/15/2020	28.47	7526.78	USBR
5/15/2020	28.53	7526.72	USBR
6/15/2020	28.42	7526.83	USBR
7/15/2020	29.12	7526.13	USBR
8/15/2020	29.80	7525.45	USBR
8/22/2020	29.92	7525.33	USBR
9/15/2020	30.10	7525.15	USBR
10/15/2020	29.99	7525.26	USBR
11/15/2020	29.96	7525.29	USBR
12/15/2020	29.76	7525.49	USBR
1/15/2021	29.55	7525.70	USBR
2/15/2021	29.34	7525.91	USBR
USGS 374549105540202, NA04101032ABB2			
EW-40C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
140.0	37.76367186 N	105.90050172 W	7555.25
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/15/2020	28.38	7526.87	USBR
2/15/2020	28.14	7527.11	USBR
3/15/2020	27.94	7527.31	USBR
4/15/2020	28.01	7527.24	USBR
5/15/2020	28.41	7526.84	USBR
6/15/2020	28.98	7526.27	USBR
7/15/2020	35.07	7520.18	USBR
8/15/2020	37.13	7518.12	USBR
8/22/2020	37.61	7517.64	USBR
9/15/2020	30.46	7524.79	USBR
10/15/2020	32.08	7523.17	USBR
11/15/2020	29.75	7525.50	USBR
12/15/2020	29.37	7525.88	USBR
1/15/2021	29.13	7526.12	USBR
2/15/2021	28.96	7526.29	USBR
USGS 374630106010501, NA04100920CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
112.0	37.77838865 N	106.02046800 W	7591.21
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	28.59	7562.62	USGS
2/1/2018	29.54	7561.67	USGS
2/7/2019	33.36	7557.85	USGS
2/4/2020	33.00	7558.21	USGS
USGS 374725106053003, NA04100815CCC3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
95.0	37.79202820 N	106.09330340 W	7622.46
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

2/1/2017	32.93	7589.53	USGS
2/1/2018	32.44	7590.02	USGS
2/7/2019	35.71	7586.75	USGS
2/4/2020	33.33	7589.13	USGS
USGS 374734105543501, NA04101018DDD1			
EW-41U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.79284300 N	105.91032426 W	7554.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	35.07	7519.88	USBR
2/15/2020	34.74	7520.21	USBR
3/15/2020	34.47	7520.48	USBR
4/15/2020	34.22	7520.73	USBR
5/15/2020	34.20	7520.75	USBR
6/15/2020	34.59	7520.36	USBR
7/15/2020	35.52	7519.43	USBR
8/15/2020	36.51	7518.44	USBR
8/17/2020	36.59	7518.36	USBR
9/15/2020	36.84	7518.11	USBR
10/15/2020	36.85	7518.10	USBR
11/15/2020	36.66	7518.29	USBR
12/15/2020	36.49	7518.46	USBR
1/15/2021	36.28	7518.67	USBR
2/15/2021	36.04	7518.91	USBR
USGS 374734105543502, NA04101018DDD2			
EW-41C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
	37.79284300 N	105.91032426 W	7554.95
Confined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	34.35	7520.60	USBR
2/15/2020	34.05	7520.90	USBR
3/15/2020	33.80	7521.15	USBR
4/15/2020	33.56	7521.39	USBR
5/15/2020	34.10	7520.85	USBR
6/15/2020	36.17	7518.78	USBR
7/15/2020	36.89	7518.06	USBR
8/15/2020	37.35	7517.60	USBR
8/17/2020	39.15	7515.80	USBR
9/15/2020	36.51	7518.44	USBR
10/15/2020	36.22	7518.73	USBR
11/15/2020	35.93	7519.02	USBR
12/15/2020	35.74	7519.21	USBR
1/15/2021	35.44	7519.51	USBR
2/15/2021	35.28	7519.67	USBR
USGS 374918105561401, NA04100901DCD1			
EW-48U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.82160275 N	105.93785390 W	7559.88
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	42.50	7517.38	USBR
2/15/2020	42.28	7517.60	USBR
3/15/2020	42.07	7517.81	USBR
4/15/2020	41.91	7517.97	USBR
5/15/2020	42.15	7517.73	USBR
6/15/2020	42.38	7517.50	USBR
7/15/2020	42.89	7516.99	USBR
8/15/2020	43.44	7516.44	USBR
9/15/2020	43.91	7515.97	USBR
10/15/2020	44.10	7515.78	USBR

11/15/2020	44.07	7515.81	USBR
12/15/2020	43.87	7516.01	USBR
1/15/2021	43.68	7516.20	USBR
2/15/2021	43.41	7516.47	USBR
USGS 374918105561402, NA04100901DCD2			
EW-48C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.82160275 N	105.93785390 W	7559.88
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	42.20	7517.68	USBR
2/15/2020	41.93	7517.95	USBR
3/15/2020	41.69	7518.19	USBR
4/15/2020	41.62	7518.26	USBR
5/15/2020	41.90	7517.98	USBR
6/15/2020	42.70	7517.18	USBR
7/15/2020	43.00	7516.88	USBR
8/15/2020	44.08	7515.8	USBR
9/15/2020	44.23	7515.65	USBR
10/15/2020	44.29	7515.59	USBR
11/15/2020	43.89	7515.99	USBR
12/15/2020	43.61	7516.27	USBR
1/15/2021	43.30	7516.58	USBR
2/15/2021	42.97	7516.91	USBR
USGS 375011105575401, NA04200934DDD1			
EW-49U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.83609425 N	105.96537466 W	7560.23
Unconfined Aquifer			

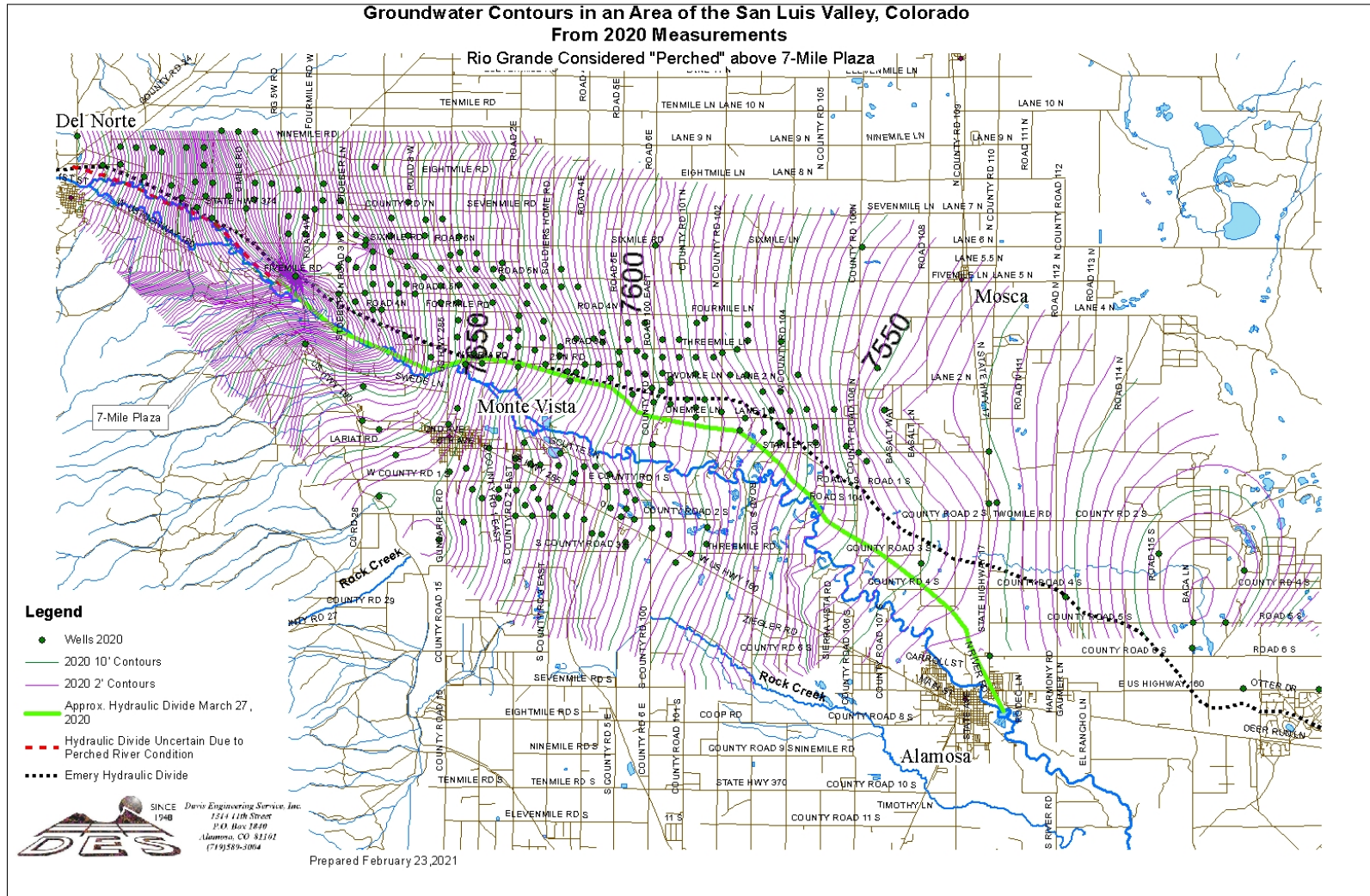
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	28.89	7531.34	USBR
2/15/2020	28.63	7531.60	USBR
3/15/2020	28.40	7531.83	USBR
4/15/2020	28.19	7532.04	USBR
5/15/2020	28.36	7531.87	USBR
6/15/2020	28.91	7531.32	USBR
7/15/2020	29.76	7530.47	USBR
8/15/2020	30.32	7529.91	USBR
8/26/2020	30.40	7529.83	USBR
9/15/2020	30.49	7529.74	USBR
10/15/2020	30.34	7529.89	USBR
11/15/2020	30.03	7530.20	USBR
12/15/2020	29.71	7530.52	USBR
1/15/2021	29.43	7530.80	USBR
2/15/2021	29.18	7531.05	USBR
USGS 375011105575402, NA04200934DDD2			
EW-49C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.83609425 N	105.96537466 W	7560.23
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	28.85	7531.38	USBR
2/15/2020	28.58	7531.65	USBR
3/15/2020	28.36	7531.87	USBR
4/15/2020	28.25	7531.98	USBR
5/15/2020	28.55	7531.68	USBR
6/15/2020	29.42	7530.81	USBR
7/15/2020	30.20	7530.03	USBR
8/15/2020	30.73	7529.50	USBR
8/26/2020	31.22	7529.01	USBR
9/15/2020	30.79	7529.44	USBR

10/15/2020	30.28	7529.95	USBR
11/15/2020	29.93	7530.30	USBR
12/15/2020	29.65	7530.58	USBR
1/15/2021	29.4	7530.83	USBR
2/15/2021	29.18	7531.05	USBR
USGS 375100105554201, NA04200936AAA1			
EW-50U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.85032119 N	105.92892777 W	7550.93
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	32.97	7517.96	USBR
2/15/2020	32.74	7518.19	USBR
3/15/2020	32.53	7518.4	USBR
4/15/2020	32.30	7518.63	USBR
5/15/2020	32.36	7518.57	USBR
6/15/2020	32.56	7518.37	USBR
7/13/2020	33.11	7517.82	USBR
7/15/2020	33.08	7517.85	USBR
8/15/2020	33.68	7517.25	USBR
9/15/2020	34.02	7516.91	USBR
10/15/2020	34.25	7516.68	USBR
11/15/2020	34.18	7516.75	USBR
12/15/2020	33.82	7517.11	USBR
1/15/2021	33.60	7517.33	USBR
2/15/2021	33.37	7517.56	USBR
USGS 375100105554202, NA04200936AAA2			
EW-50C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
123.0	37.85032119 N	105.92892777 W	7550.93
Confined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2020	31.14	7519.79	USBR
2/15/2020	30.82	7520.11	USBR
3/15/2020	30.56	7520.37	USBR
4/15/2020	30.56	7520.37	USBR
5/15/2020	34.39	7516.54	USBR
6/15/2020	35.27	7515.66	USBR
7/13/2020	42.24	7508.69	USBR
7/15/2020	40.68	7510.25	USBR
8/15/2020	38.47	7512.46	USBR
9/15/2020	33.24	7517.69	USBR
10/15/2020	32.72	7518.21	USBR
11/15/2020	32.33	7518.6	USBR
12/15/2020	31.93	7519	USBR
1/15/2021	31.64	7519.29	USBR
2/15/2021	31.31	7519.62	USBR
USGS 375155106105501, NA04200723CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.86658420 N	106.18291630 W	7645.61
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2017	20.6	7625.01	USGS
2/7/2018	20.44	7625.17	USGS
2/7/2019	25.90	7619.71	USGS
2/4/2020	22.91	7622.70	USGS

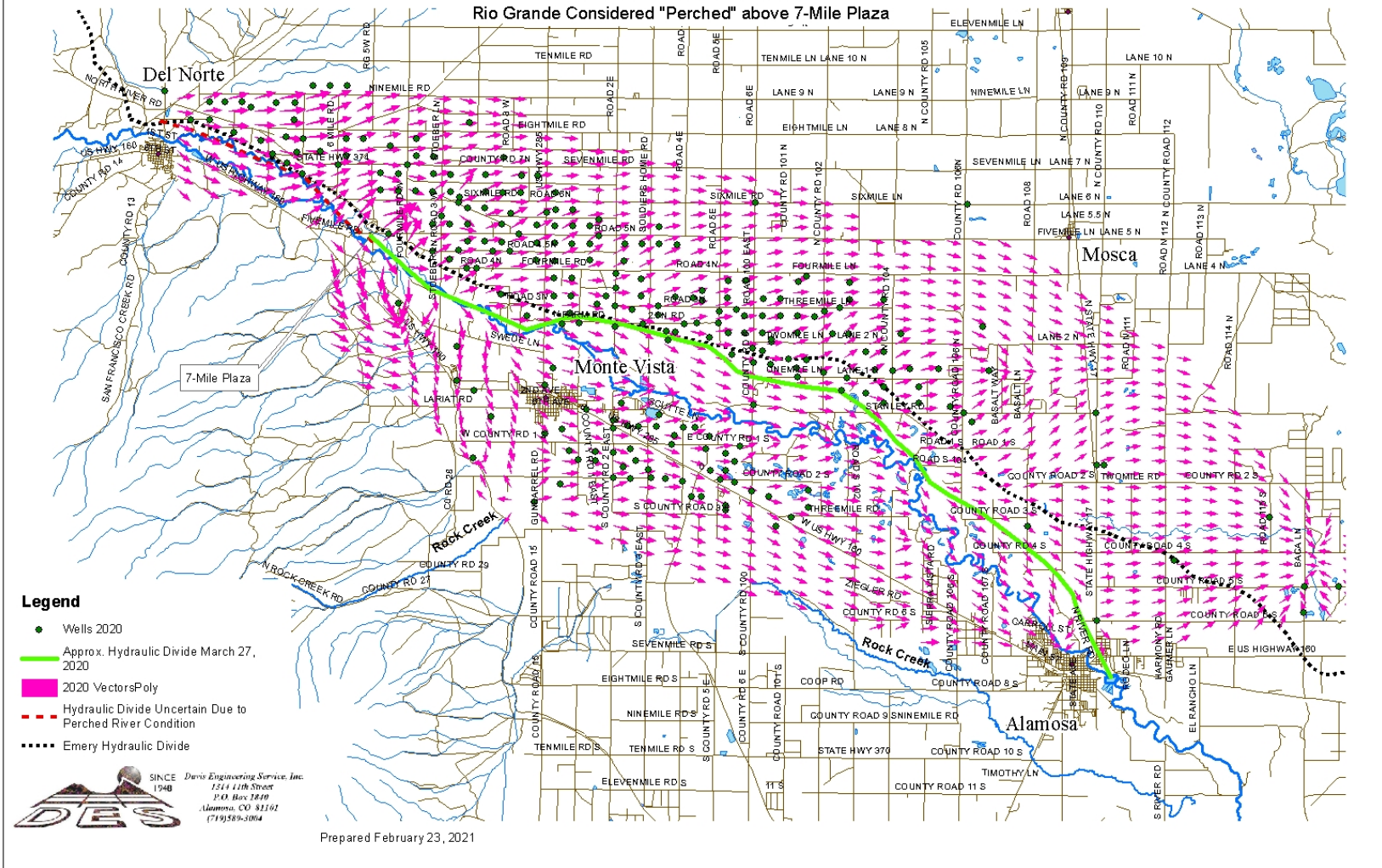
APPENDIX K

MAPS OF HYDRAULIC DIVIDE SHOWING GROUNDWATER CONTOURS AND FLOW VECTORS PREPARED FROM SPRING 2020 WELL MEASUREMENTS



Groundwater Contours in an Area of the San Luis Valley, Colorado From 2020 Measurements

Rio Grande Considered "Perched" above 7-Mile Plaza



**Appendix L
CREP Parcels in Subdistrict – Permanent**

Followed for 2021 ARP	Section					Current Year Diversions	
CREP - Permanent	Description of eligibility for program: Irrigated cropland must meet all land CRP cropland eligibility requirements as established in National CRP Directives; must have been irrigated with ground water or surface water at a rate of not less than ½ acre-foot per acre for 4 out of 6 years 2008 - 2013; must have been irrigated with not less than ½ acre-foot per acre for the planting of an irrigated crop within 24 months prior to submission of an offer; must be physically and legally capable of being irrigated in a normal manner when offered for enrollment; must have water rights that are in good standing and must be owned or controlled by the cropland owner. Surface water historically diverted and/or assigned to the parcel containing the enrolled CREP acres must continue to be diverted for recharge in a manner legally accepted by the State Engineer on the parcel or in close proximity at an approved Subdistrict location.						
Contract Identifier	8.1 Appendix L	Legal Description	Contract Term (yrs)	First/Last Contract	Acres	Water Rights	2020 (af)
<u>ALA #6</u>		SW 24-39-9	Permanent	15	126	2005950,2005951,2005955 SLVC 51.00	0
<u>ALA #15</u>		SW 31-39-10	Permanent	15	67	2014274,2014107,2005512,2005448 SLVC 52.00	0
<u>ALA #3</u>		NE 8-40-10	Permanent	15	124.9	2013956 SLVID 155.00	0
<u>ALA# 7</u>		NE 6-38-10	Permanent	15	119.5	2014091,2006322,2006321,2014092 SLVC 75.00	0
<u>ALA #8</u>		SE 6-38-10	Permanent	15	119.2	2006327,2006328 SLVC 75.00	0
<u>ALA# 9</u>		SW 6-38-10	Permanent	15	121.1	2006325,2006326	0
<u>ALA #10</u>		NE 8-38-10	Permanent	15	118.1	2006332, 2006331	0
<u>ALA #12</u>		NE 7-39-11	Permanent	15	122.8	2006684,2006685,2006686 Prairie 2.00	0
<u>ALA#17</u>		SE 8-40-10	Permanent	15	118.6	2005098 SLVID 149.00	0
<u>ALA#18</u>		SW 8-40-10	Permanent	15	122	2008177,2008178, 2013955 SLVID 160.00	0
<u>SAG #6</u>		NE 23-42-7	Permanent	15	114.1	2705248 RGC 5.00	0
<u>ALA#22</u>		SE 24-39-9	Permanent	15	121	2006005,2006656,2005171,2006655 SLVC 26.00	0
<u>ALA#23</u>		NW 6-38-10	Permanent	15	124.66	2006323,2006324,2014088	0
<u>ALA#25</u>		SE 25-39-9	Permanent	15	80	2008223,2008224,2008225,2014054 SLVC 50:00	0
<u>ALA#26</u>		NW 1/4 20-39-10	Permanent	15	110	2005476, 2005537, 2005538, 2014266	0
<u>ALA#27</u>		NE 1/4 20-39-10	Permanent	15	110	2005769,2005770,2005771,2014270 46341-F	0
<u>ALA#28</u>		SE 1/4 20-39-10	Permanent	15	110	2005766,2005767,2005768,2014267,2014268	0
<u>ALA#29</u>		NE 1/4 3-39-9	Permanent	15	92.9	2008439	0
<u>ALA#30</u>		NW 1/4 3-39-9	Permanent	15	122.3	2009992	0
<u>ALA#31</u>		SW 1/4 3-39-9	Permanent	15	94	2008440, 2008441	0
<u>RG #4</u>		N 1/2 N 1/2 23-39-8	Permanent	15	149.8	2005121, 2008772 RGC 20	0
<u>ALA#32</u>		SE 1/4 23-39-9	Permanent	15	123	2009197, 2014045, 2014046	0
<u>ALA#33</u>		NE 1/4 24-39-9	Permanent	15	126	2006003, 2006004, 2006653, 2006654, 2014311	0
<u>ALA#34</u>		NW 1/4 24-39-9	Permanent	15	126	2005952, 2005953, 2005954	0
<u>ALA#38</u>		SE 5-38-10	Permanent	15	121.3	2006335, 2006336, 2014086, 2014087	0
<u>ALA#39</u>		NE 5-38-10	Permanent	15	120.5	2006337, 2006338, 2014081, 2014082	0
<u>SAG #33</u>		NW 28-41-9	Permanent	15	122.8	2008239	0
<u>SAG #34</u>		SE 10-41-9	Permanent	15	122.0	2705472	0
<u>ALA #40</u>		SE 12-40-9	Permanent	15	118.0	2010499, 2010500, 2013906, 2014178	0
<u>ALA #41</u>		SW 34-40-9	Permanent	15	121.8	2006528, 2006529	0
<u>ALA #42</u>		NE 22-40-9	Permanent	15	120.0	2014189, 2009110	0
<u>ALA #43</u>		NE 7-40-10	Permanent	15	120.0	2008146, 2008147, 2013953	0
<u>ALA #44</u>		NE 24-40-10	Permanent	15	120.0	2005665, 2005664, 2005666	0
<u>ALA #45</u>		NW 24-40-10	Permanent	15	120.1	2005662, 2005663	0
<u>ALA #46</u>		SE 28-40-9	Permanent	15	120.0	2010786, 2010787	0
<u>ALA #47</u>		SW 11-3-9	Permanent	15	120.1	2008389, 2014023	0
<u>ALA #48</u>		NE 23-39-9	Permanent	15	122.0	2009196, 2010048	0
Total					4,331.61		

CREP Parcels in Subdistrict – Temporary

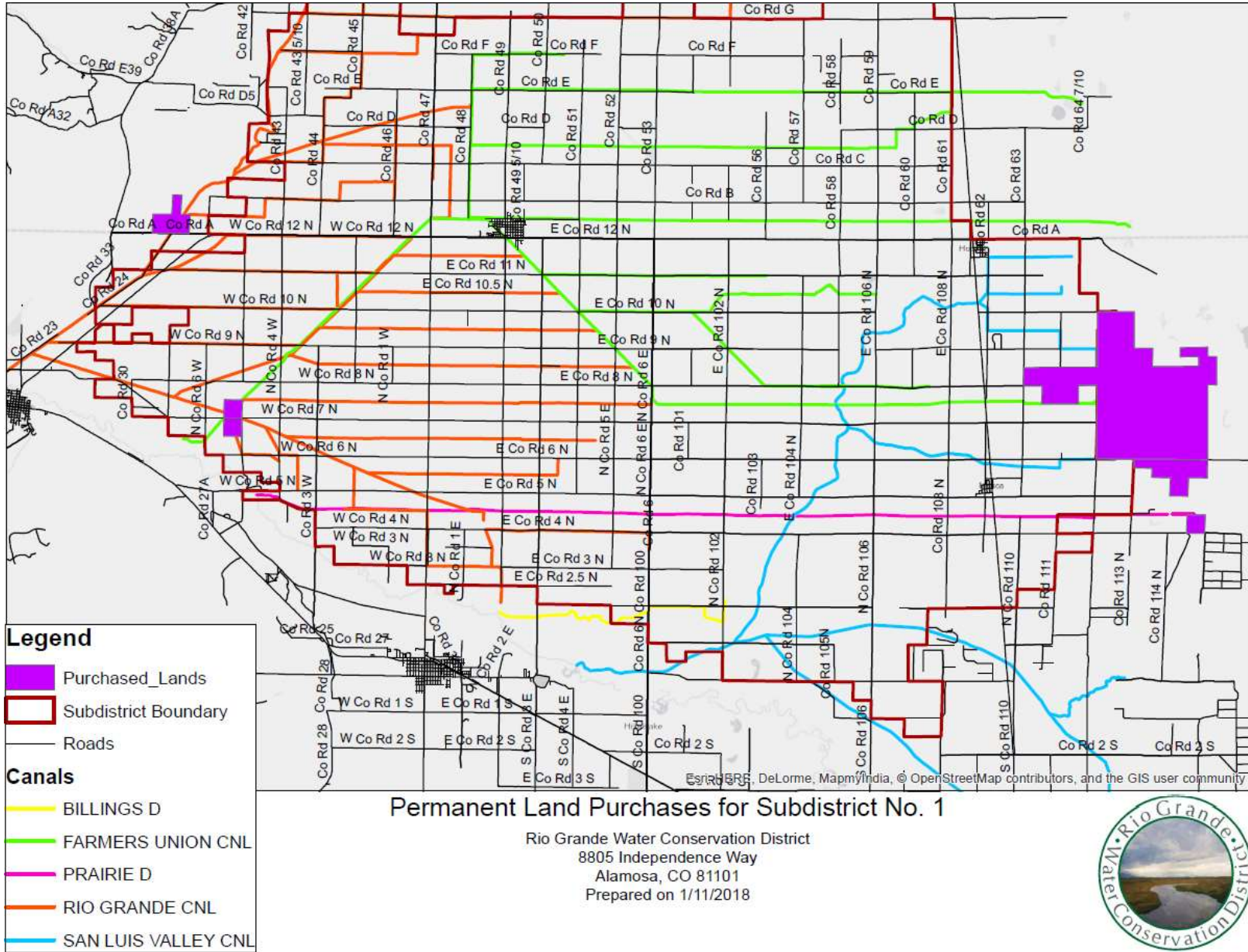
CREP - Temporary							
Description of eligibility for program: See "CREP - Permanent" description							
Contract Identifier	8.1 Appendix L	Legal Description	Contract Term (yrs)	First/Last Contract	Acres	Water Rights	2020 (af)
<u>ALA#2</u>		NW 23-39-9	Temporary	15	120	2005642,2005643, 2014474	0
						SLVC61.00	
<u>ALA#11</u>		NW 12-40-10	Temporary	15	121.5	2006153,2013962	0
						SLVC 84.00	
<u>RG#1</u>		NW 6-40-8	Temporary	15	130	2006478,2008677,2008678, 2012887	0
						RGC 10.00	
<u>RG#2</u>		SE 10-39-9	Temporary	15	120.4	2005857,2008391	0
<u>SAG#1</u>		NW 9-41-8	Temporary	15	144	2705519, 2706148	0
						SLVID 160.00	
<u>SAG#2</u>		NE 9-41-8	Temporary	15	144	2705126	0
						SLVID 160.00	
<u>SAG#3</u>		S1/2 NE, NE NE 15-41-7, NW 14-41-7	Temporary	15	210	2705342,2706196, 2706195	0
<u>SAG#4</u>		S 1/2 NW 15-41-7	Temporary	15	60	2705341, 2706195	0
<u>ALA#16</u>		SW 13-40-9	Temporary	15	124	2008155,2008156	0
						SLVID 160.00	
<u>SAG#5</u>		NE 19-41-10	Temporary	15		Contract Terminated	0
<u>ALA#19</u>		SE 36-40-10	Temporary	15	120	2008129,2008130, 2014244	0
<u>SAG#7</u>		N2 SE4 & NE4 17-41-7	Temporary	15	172.09	2705318	0
						RGC SpW 1125.21	
<u>ALA#21</u>		NE 31-40-10	Temporary	15	129	2005921,2005941,2006283,2006525	0
						SLVC 125.00	
<u>ALA#24</u>		NW 5-38-10	Temporary	15	120.97	2006335,2006336,2014086,2014087	0
<u>SAG#8</u>		SW 33-41-7	Temporary	15	113	2012537,2014288	0
						RGC 15.00	
<u>SAG#9</u>		NW 1/4 & N 1/2 SW 1/4 16-41-7	Temporary	15	191	2706253,2705317	0
						RGC 10.00	
<u>SAG#10</u>		SE 5-41-7	Temporary	15	116.5	2705186,2705328	0
						RGC SpW 50.0"	
<u>SAG#11</u>		SE 14-41-7	Temporary	15	120	2705054	0
						RGC 14.5	
<u>SAG#12</u>		NE 1/4 22-41-7	Temporary	15	120	2706014	0
						RGC 20	
<u>SAG#13</u>		SW 1/4 11-41-7	Temporary	15	124	2706246	0
						RGC SpW 20%	
<u>RG#3</u>		NW 1/4 & N/2 SW 1/4 5-39-7	Temporary	15	139.9	2005886, 2005868	0
						RGC 35	

RG#7	SE 1/4 31-40-7	Temporary	15	122	2005595	0
					RGC 15	
RG#8	NE 1/4 19-39-8	Temporary	15	123.32	2013377, 2013618	0
					RGC 20	
ALA#35	SW 1/4 23-40-9	Temporary	15	122	2005133, 2005533	0
					SLVID 160.00	
SAG#14	SW 1/4 24-41-7	Temporary	15	120	2705344	0
					RGC 10	
ALA#36	SW 16-40-9	Temporary	15	113.92	2009113	0
SAG#15	SE 4-41-7	Temporary	15	122.4	2705067, 2705068, 2705523	0
					RGC 15	
SAG#16	SW 4-41-7	Temporary	15	123.4	2705069, 2705070	0
					RGC 15	
ALA#37	NW 1-40-9	Temporary	15	106	2005774, 2005775	0
					SLVID 160.00	
SAG#17	SE 24-42-8	Temporary	15	120	2705293	0
					RGC 25	
SAG#18	SW 24-42-8	Temporary	15	120.35	2705290	0
					RGC 30.00	
SAG#19	SE 33-42-7	Temporary	15	114.32	2705224	0
					RGC 10.00	
SAG#20	SW 34-42-7	Temporary	15	124.78	2705225	0
					RGC 7.00	
SAG#21	SE 34-42-7	Temporary	15	125.58	2705225	0
					RGC 7.00	
SAG#22	NE 33-42-7	Temporary	15	119.3	2705224	0
					RGC 10.00	
SAG#23	SE 10-41-7	Temporary	15	123	2705197, 2705359	0
					RGC SpW 20%	
SAG#24	NE 22-42-7	Temporary	15	125.20	2705246, 2706237	0
					RGC 15.00	
SAG#25	SW 3-41-7	Temporary	15	126.1	2705006, 2705790	0
					RGC 20.00	
SAG#26	NE 4-41-7	Temporary	15	125.5	2705184	0
					RGC 20.00	
SAG#27	NW 3-41-7	Temporary	15	126.3	2705185, 2705356	0
					RGC 10.00	
SAG#28	NW 4-41-7	Temporary	15	53.6	2705327	0
					RGC 7.00	
SAG#29	NE 20-40-7	Temporary	15	112.81	2013784	0

<u>RG#9</u>	SW 1/4 33-40E-7E	Temporary	15	118.36	RGC 10 2006376, 1006375
<u>RG#10</u>	SE 1/4 29-40E-7E	Temporary	15	120	RGC 10 2005127, 2005168
<u>SAG#30</u>	SW SE 34-42-7	Temporary	15	126.95	RGC 10 2705259, 2705021, 2705020
<u>SAG#31</u>	NW NE 34-42-7	Temporary	15	118.9	RGC 10 2706194
<u>SAG#32</u>	NE 23-41-7	Temporary	15	120	RCG 10 SM 10 2705347, 2706258
			Total	5,714.45	0.00

Fallow Parcels in Subdistrict – Temporary

4 Year, 2 Year, 1 Year Fallow Program	Description of eligibility for program: Subdistrict No. 1 acting through its Water Activity Enterprise agreed to compensate a Contractor at the rates stated in contract, in return for no groundwater or surface water irrigation use on a parcel of irrigated land for each year the contract is in effect. This program allows for flexibility to producer rotating which field is fallowed and requires a cover crop to help prevent soil erosion and different options for amount of time the land is set aside. This program continues to get favorable feedback and enrollment continues to increase.						
Contract Identifier	8.3	Legal Description	Contract Term	First/Last	Acres	Water Rights	2021
Fallow Parcel 01		NE 35-39-9	4	2018	126	2008041, 2008042 & 2014477	0
Fallow Parcel 02		SW1/4 16-39-10	4	2018	120	2006289, 2014265, 2006288	0
Fallow Parcel 03		SW 13-41-7	4	2018	120	2705350, 2705649,	0
Fallow Parcel 04		SE 35-42-9	4	2018	115	2705306, 2706239	0
Fallow Parcel 05		NE 1/4 13-40-6	4	2018	130	2005399	0
Fallow Parcel 06		SW 1/4 13-40-6	4	2018	120	2005398	0
Fallow Parcel 07		NE1/4 7-40-10	4	2018	126	2008146, 2008147, 2013953	0
Fallow Parcel 08		5-38-10			126	2006339,2014084,2014083,2006340	0
Fallow Parcel 09		SE 1/4 19-41-10	4	2018	84.2	2705546	0
Fallow Parcel 11		NW 26-41-7			125	2005731	0
Fallow Parcel 12		SE 17-39-10	4	2019	120	2005471, 2005518, 201446, 2014509	0
Fallow Parcel 13		SW1/4NW1/4 25-40-6	4	2019	115	2012648	0
Fallow Parcel 14		NE1/4NW1/4 13-42-7	4	2019	120	2705240	0
Fallow Parcel 15		SE1/4SE1/4 19-40-7	4	2019	45	2014256	0
Fallow Parcel 16		25-40-6	4	2020	106	2012647	0
Fallow Parcel 17		SE 2-39-10	4	2019	120	2005445, 2005509, 2014211,2014012	0
Fallow Parcel 18		SW 3-41-8	4	2019	120	2705138	0
Fallow Parcel 19		SW 1/4 20-40-7	4	2019	38	2013693	0
Fallow Parcel 20		SE 1/4 6-39-11	4	2019	126	2010696, 2014473	0
Fallow Parcel 21		SE 31-40-7	2	2019	121	2013884	0
Fallow Parcel 22		NW 10-42-7			120	2706159	0
Fallow Parcel 23		SE 36-41-7	2	2020	116	20,098,352,009,836	0
Fallow Parcel 24		SE 29-41-10	2	2020	116	2013625	0
Fallow Parcel 25		SE 34-41-7	2	2021	120	2010328, 2010329	0
Fallow Parcel 26		SW 34-41-7	2	2021	113	2010330, 2014290	0
Fallow Parcel 27		SW 33-41-10	2	2021	115	2009617	0
Fallow Parcel 28		NE 23-40-9			122	2005134, 2005534	0
Fallow Parcel 29		SE1/4 4-41-9 - NW1/4 9-41-9, SW1/4 9-41-9 & SE1/4 9-41-9	1	2021	480	2705169, 2705170, 2705103, 2706287, 2705104, 2705108, 2705107, 2705109	0
Fallow Parcel 30		NE 8-41-9, SE 7-41-9, SW 21-41-9, SE 21-41-9	1	2021	480	2705095, 2705096, 2705482, 2706285, 2705465, 2706289 & 2706114	0
Fallow Parcel 31		SE 1-40-9	4	2021	118	2010568, 2005035, 2014173	0
Fallow Parcel 32		SE 16-40-9	4	2021	120	2009114	0
Fallow Parcel 33		NW 29-39-10	4	2021	73	2008226, 2014273	0
Total					4,316.75		



March 2, 2021

**RGWCD SPECIAL IMPROVEMENT DISTRICT NO. 1 AND
CENTENNIAL DITCH COMPANY RESOLUTION**

Whereas: Special Improvement Subdistrict No. 1 of the Rio Grande Water Conservation District staff have presented the Board of Directors of the Centennial Ditch Company with a request to allow the Centennial Ditch to be used as a carrier for replacement water under Subdistrict No. 1's Annual Operating Plan.

Whereas: Subdistrict No. 1 staff presented to the Board, as the reason for this request, that there can be times when there is a dry reach in the Rio Grande when the Excelsior Ditch is sweeping the river. This may occur when the Excelsior Ditch is the calling priority on the Rio Grande and there is no Rio Grande Compact call.

Whereas: Under these conditions, the Rio Grande may be dry below the Excelsior Ditch headgate. In this circumstance it would be difficult for Subdistrict No. 1 to meet its replacement obligations under the Annual Operating Plan to replace injurious depletions below the Excelsior Ditch and extending to the Lobatos gaging station with releases from upstream reservoirs.

Whereas: If the Centennial Ditch allows Subdistrict No. 1 to convey water through the ditch, around the dry reach below the Excelsior and back into the Rio Grande, Subdistrict No. 1 can replace injurious depletions without the high losses that would occur trying to force water through the dry reach..

Whereas: The number of days it would be necessary to convey water through the Centennial Ditch during the irrigation season will depend on the calling priority on any given day, the amount of water in the Rio Grande available for diversion and Rio Grande Compact administration.

Whereas: Subdistrict No. 1 has offered compensation to the Centennial Ditch Company for this occasional use of the Centennial Ditch which the Board of Directors found acceptable.

Whereas: Subdistrict No. 1 shall provide the appropriate measuring devices under the direction of the Division Engineer to make the necessary measurements for the use of the Centennial Ditch in the manner.

Whereas: Subdistrict No. 1 shall provide the water to be carried for replacing depletions to the headgate of the Centennial Ditch as well as all transit losses occurred through evaporation and seepage to this water as it passes through the Centennial Ditch.

Whereas: Subdistrict No. 1 shall provide accounting subject to the reasonable acceptance of the Centennial Ditch Board of Directors and the Division Engineer.

Whereas: The Centennial Ditch Company assumes no liability for actions of Subdistrict No. 1 and by accepting this proposal does not commit or guarantee any future agreements with Subdistrict No. 1. Unless extended by mutual agreement of Subdistrict No. 1 and the Centennial Ditch Company, this agreement will end April 30, 2022.

Whereas: The Centennial Ditch Company will make all reasonable efforts to deliver/transfer replacement water for well depletions from Subdistrict #1 well pumping through the Centennial Ditch system as efficiently as possible and on a timely basis as required by Subdistrict No. 1 to comply with the Annual Operating Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Centennial Ditch Company authorizes to allow Special Improvement Subdistrict No. 1 of the Rio Grande Water Conservation District to convey water through the Centennial Ditch to replace injurious depletions under the Annual Operating Plan and subject to the terms set forth above. The Centennial Ditch Company and Subdistrict No. 1 will work together to accomplish the terms of this agreement.

BE IT FURTHER RESOLVED that President of the Board Jim Higel is hereby authorized and empowered to execute in the name of the Board of Directors of the Centennial Ditch Company approval of this agreement.

The forgoing resolution was passed by the Board of Directors of the Centennial Ditch Company this 2 day of March, 2021.

ATTEST:

Signed: Jim Higel Date: 3/2/21

January 14, 2021

Pamela Rice, Superintendent
 United States Department of the Interior
 Great Sand Dunes National Park and Preserve
 11500 State Hwy 150
 Mosca, CO 81146

Subject: Proposed Sustainability Metric for Future Groundwater Withdrawals by Great Sand Dunes National Park and Preserve

Dear Ms. Rice,

The Great Sand Dunes National Park Service (“NPS”) submitted a proposed Sustainability Metric to satisfy their obligations under their contract allowing participation in the Subdistrict No 1 2020 ARP. The proposal is to limit the pumping from the NPS wells to a total of 54.02 acre-feet from October 1, 2020 through September 30, 2025. This amounts to an average of 10.80 acre-feet/year over the five-year period.

DWR staff had several discussions with NPS representatives, Peter Fahmy and Tyler Gilkerson, as they were developing the metric. Their approach involved examining historical groundwater withdrawal records and establishing a current pumping limit that would not exceed historical withdrawals.

NPS found that available, reliable, historical pumping records are limited for years prior to 2000. They concluded in order to develop a Sustainability Metric by comparing historical and recent pumping records, NPS is limited to the available annual pumping records for 1992 through 1994 and 2000 through 2019. The average groundwater pumping for the 1992 through 1994 period is 15.3 gallons per visitor to the park. Using this data and other sources of information, an estimate of 10.804 acre-feet per year as an average amount of pumping for the entire pre-2000 time period was arrived at. If this average annual pumping is maintained for 5 years, it would total 54.02 acre-feet. This proposed Sustainability Metric is considered to be reasonable given the limited amount of historical data that is available.

NPS is in the process of obtaining a decreed Plan for Augmentation per DWR’s Groundwater Use Rule 6.1.2 which must include NPS’s detailed Sustainability Metric. This metric is considered acceptable for the five-year term described with the condition the metric must be reviewed for incorporation into the Plan for Augmentation when it is brought to court. The metric will be reevaluated at that time or at the end of the five-year period.

The proposed sustainability metric for the Great Sand Dunes National Park of 54.02 acre-feet of total pumping for the period of October 1, 2020 through September 30, 2025 is hereby approved. Be advised that this approval will expire on September 30, 2025 or on the date that

the pumping amount reaches 54.02 acre-feet, whichever comes first. A new sustainability metric must be developed and in place at the time that this approval expires in order for the Park wells to continue to operate after that time.

Sincerely,

A handwritten signature in black ink that reads "Kevin G. Rein". The signature is written in a cursive style with a large, stylized initial 'K'.

Kevin G. Rein, P.E. State Engineer, Director
Colorado Division of Water Resources

ec: Division 3

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2021 between the Rio Grande Water Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 of the Rio Grande Water Conservation District Water Activity Enterprises ("Subdistrict") and The Nature Conservancy ("TNC"), (sometimes collectively referred to as the "Parties").

RECITALS

A. TNC owns and operates the Hull Ditch, the Los Ojos Ditch, the South Ditch No. 1, and the South Ditch No. 2 and the water rights decreed thereto ("Ditches"). The Ditches divert water from the Big and Little Spring Creeks in Sections 8, 9, 16, and 20 of Township 40 North, Range 12 East, N.M.P.M. in Alamosa and Saguache Counties, Colorado, and has decreed priorities totaling 83.33 c.f.s.

B. The Subdistrict is responsible for implementing its Plan of Water Management ("Plan") through its Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Big and Little Spring Creeks by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditches at the top of the Stream Reach in order to remedy injurious stream depletions.

D. TNC is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Ditches' water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARP for Plan Year 2021.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Subdistrict and TNC agree as follows:

1. Term of Agreement. This Agreement will be in effect from May 1, 2021 through April 30, 2022.

2. Forbearance by TNC.

2.1. During the term of this Agreement, TNC will forbear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of TNC diverted

from the Big and Little Spring Creeks at the headgates of the Ditches under priority nos. 3, 4, 6, and 8 by supplying water to the top of the affected Stream Reaches. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that at least one of the Ditches is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.

2.3. The number of acre-feet of injurious depletions to the water rights of the Ditches will be calculated each day that at least one of the Ditches is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditches would have been able to divert, but for the depletions caused by wells operating under Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2021 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when the following priorities decreed to the Ditches are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
3	33.33
4	16.66
6	13.33
8	20.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditches to divert the full amount of last priority served on that day.

3. Payment. The District, acting by and on behalf of the Subdistrict, will pay TNC ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement.

4. No Subordination or Waiver of Right to Call. The forbearance by TNC under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditches. Under this Agreement the Ditches will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement TNC will not require the Subdistrict to make water available for diversion at the headgates of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2021 Annual Replacement Plans.

5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To TNC:

Director of Protection
2424 Spruce Street
Boulder, CO 80302

To the District or Subdistrict:

District Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Such addresses may be changed during the term of this Agreement by written notice given in accordance with this paragraph.

6. Remedies. In the event of TNC's default in the performance of this Agreement, the District's and/or Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, TNC's remedies will be to retain all payments made by the District on behalf of the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay TNC for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by TNC or the District or Subdistrict to one another with respect to this Agreement.

7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are deemed to be made again as of the date of any payment, and must then be true and correct in all material respects.

7.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. Any exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Colo.R.Civ.P. 6, then the relevant date will be extended automatically until the next business day.

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of TNC and the Subdistrict. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

7.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. TNC may not assign its rights or delegate its duties hereunder without the prior written consent of the District and the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of TNC, which consent must not be unreasonably withheld.


7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.

7.8. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

7.9. Time. Time is of the essence in this Agreement.

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

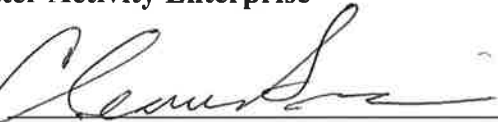
The Nature Conservancy

By: 
Nancy Fishbein, Director of Protection

3/31/2021
Date

ACCEPTED:

**The Rio Grande Water Conservation District,
Water Activity Enterprise**

By: 
Cleave Simpson, General Manager

4-9-2021
Date

APPROVED:

**Special Improvement District No. 1
of the Rio Grande Water Conservation District,
Water Activity Enterprise**

By: 
Marisa Fricke, Program Manager

4-9-2021
Date

APPENDIX P

WDID	USES SHOWN IN SD CONTRACT
Contract Wells 2021	
2705165	Commercial
2705428	Commercial
2008137	Irrigation, Domestic
2706183	Commercial
2005914	Commercial
2010705	Irr, Dom, Stock
2010190	Commercial
2009221	Irrigation
2014012	Commercial
2013815	Commercial
2014575	Commercial
2012935	Commercial
2705742	Irrigation
2705286	Irrigation & Stock
2705298	Large – Pasture Irrigation
2705305	Large – Irrigation
2010970	Irrigation & Stock
2010971	Irrigation & Stock
2014537	Commercial
2706174	Commercial
2013878	Commercial
2013832	Commercial
2013377	Commercial
2014579	Commercial
2014319	Commercial
2011928	Commercial
2014593	Commercial
2014577	Commercial
2014578	Commercial
2014012	Commercial
2014459	Commercial
2014320	Commercial
2009999	Commercial
2005427	Commercial
2014530	Commercial
2014533	Commercial
2005138	Commercial
2009457	Commercial
2705494	Commercial
2012945	Commercial
2011005	Commercial
2010776	Commercial
2010510	Commercial
2014596	Commercial
2014597	Commercial
2010513	Commercial
2014593	Commercial
2008582	Commercial
2005947	Commercial
2705175	Commercial
Pending	Commercial
Pending	Commercial
2706345	Commercial
2700693	Commercial
2011926	Commercial
2705029	Commercial
2706254	Irrigation
2705314	Irrigation
2014548	Replacement or Supplemental
2014549	Replacement or Supplemental
2014550	Replacement or Supplemental
2014551	Replacement or Supplemental
2014559	Replacement or Supplemental
2014565	Replacement or Supplemental
2706340	Replacement or Supplemental