SPECIAL IMPROVEMENT DISTRICT NO. 3 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

ANNUAL REPLACEMENT PLAN
2026 PLAN YEAR

Prepared

April 15, 2026

By

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2015CW3024 -- 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

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

11.1.1.9 Operational Requests to the Division No. 3 Division Engineer for the 2026 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 groundwater

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 groundwater 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

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Abbreviations

ARP	Annual Replacement Plan
CBP	Closed Basin Project
CWCD	Conejos Water Conservancy District
DWR	State of Colorado, Division of Water Resources
NRCS	Natural Resources Conservation Service
Plan Year	The period May 1, 2026 through April 30, 2027
PWM	Plan of Water Management
Response Functions	RFApplication_C_Conejos_7P101_V1.1
RGDSS	Rio Grande Decision Support System
RGWCD	Rio Grande Water Conservation District
RGWUA	Rio Grande Water User's Association
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
SLVWCD	San Luis Valley Water Conservancy District
Subdistrict No. 3	Special Improvement District No. 3 of the Rio Grande Water Conservation District
Subdistrict Wells	Wells Benefitting Subdistrict No. 3 Lands
SWSP	Substitute Water Supply Plan
USDA	United States Department of Agriculture
WDID	Water District Structure Identification Number

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. 3, approved without objection on August 27th, 2018. Further, the ARP has been prepared in accordance with the requirements of the State Engineer and the 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 ("Groundwater Rules").

As required by the Groundwater Rules, this report includes information necessary for the State Engineer and Subdistrict No. 3 staff to project stream depletions attributable to Subdistrict No. 3 Wells and Contract Wells ("ARP Wells"), as those terms are defined in the PWM, and information to assess progress toward other PWM objectives. This ARP includes a series of tables prepared by Subdistrict No. 3 staff utilizing the most current version of the Response Functions to tabulate the location and quantities of stream depletions resulting from Subdistrict No. 3 ARP Well groundwater withdrawals.

This ARP describes a plan to replace or otherwise remedy injurious stream depletions caused by the withdrawal of groundwater from Subdistrict No. 3 ARP Wells and includes details of the portfolio to be used to replace or otherwise remedy those injurious stream depletions as identified by the DWR for the Plan Year.

11.1.1 DATABASE OF ALL WELLS TO BE COVERED BY THE ARP

1. STRUCTURE IDENTIFICATION NUMBER (WDID)

A comprehensive ARP Well List identifies the wells the Subdistrict is including in the ARP ("ARP Wells") which are permitted to continue operating in accordance with the PWM and the Groundwater Rules. This ARP Well List is necessary for DWR to identify which wells the Subdistrict has included. Further, the ARP Well List is a required input into the RGDSS Groundwater Model and Response Functions.

Appendix A is the most current tabulation of the WDID for each well in the ARP Well List and the groundwater withdrawals of each ARP Well for the previous Water Administration Year. Each year, as Subdistrict Members report information for their farm plans, and as additional data is accumulated from other sources regarding well use and ownership, the ARP Well List will be updated. Any reported changes are incorporated into the ARP Well List, if appropriate. Following the court's approval of the Subdistrict, wells have been added, replaced or removed from the Subdistrict's ARP Well List.

Appendix A lists **166** ARP Wells for 2026, the majority included in the Subdistrict by petition when the Subdistrict was formed March 27, 2017. No additional wells have been added to or removed from the ARP Well List for 2026. A table with further details each well which has an approved Subdistrict Participation Contract is included as Appendix B.

2. OTHER WELL INDENTIFICATION INFORMATION

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.

3. SUBDISTRICT WELLS WITH PLANS FOR AUGMENTATION

Subdistrict No. 3's ARP Well List includes wells that are either fully or partially augmented by an approved plan for augmentation which is administered separately from Subdistrict No. 3's PWM. These plans for augmentation typically associate surface rights with these Subdistrict Wells and other non-Subdistrict No. 3 wells to remedy some portion or all of each well's injurious stream depletions as calculated under that approved augmentation plan. These wells are included in the Subdistrict's ARP Well List, and if any portion of their legally decreed groundwater withdrawals is not remedied by an individual plan for augmentation, it is subject to Subdistrict No. 3 fees and Subdistrict No. 3 will remedy injurious stream depletions and post-plan injurious stream depletions attributable to the non-augmented portion of a well's total groundwater withdrawals as part of this ARP.

Conejos Water Conservancy District Augmentation Certificate No. Com0020
This augmentation certificate provides the participant 9.0 acre-feet of augmentation water annually to replace out-of-priority depletions caused by participant's water use. The structure is an existing unconfined well, well permit no. 47770-F, WDID 2205184. The structure's place of

use is large lawn located on a parcel of land in the NW1/4 NE1/4 Section 33, Township 33 North, Range 7 E., N.M.P.M. The structure and water diversions covered by this Agreement and Augmentation Certificate is augmented only for the purpose of supplying irrigation water to a large lawn. Any additional use of this well will require the owner to contract with the Subdistrict or to seek additional water under the CWCD Augmentation Plan. This well's depletions are fully covered under the approved augmentation plan of the CWCD, Case No. 90CW24 with the source of augmentation water being supplied in time, place and amount as calculated under this augmentation certificate by the Subdistrict's approved sources of water. Water will be transferred from the Subdistrict to the CWCD pool to cover the timing and amount of these depletions at the beginning of each irrigation season. The pool of water that will supply this augmentation water may vary each year based on the Subdistrict's available water sources but will never be less than the 9.0 acre-feet required under this augmentation certificate. This well is considered a non-benefitted Subdistrict Well as defined in the Subdistrict's PWM and it was not included in the calculation of injurious depletions owed by the Subdistrict for the 2026 Plan Year.

Appendix C contains the list of ARP Wells augmented either fully or partially by a plan for augmentation.

4. TOTAL PROJECTED ANNUAL DIVERSION FOR ALL SUBDISTRICT ARP WELLS

The 2025 Water Administration Year metered groundwater withdrawals reported to DWR as of April 2, 2026, for all wells included in the ARP Well List are **26,643** acre-feet. Based on projected Subdistrict No. 3 operations, weather predictions and antecedent conditions, it is anticipated the 2026 ARP Well groundwater withdrawals will be **33,200** acre-feet.

Table 1.1
Historical Subdistrict ARP Well Metered Pumping
(units in acre-feet)

2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
31,232	40,698	42,762	33,286	25,743	25,240	21,273	35,761	16,230	34,610
2021	**2022**	**2023**	**2024**	**2025**					
25,910	25,126	27,050	23,848	26,643					

The projection of 2026 ARP Well groundwater withdrawals was made by reviewing past years actual stream flows on the Rio Grande, Conejos River, Alamosa River, and La Jara Creek Systems most comparable to those being forecast for 2026. ARP Well groundwater withdrawals in those years were also reviewed with exception of the Conejos River. The Subdistrict also reviewed operational changes reported by Subdistrict Members which will occur during the 2026 ARP. The stream flow forecast on the Rio Grande was most comparable to the 2018 actual flows, and in that year, Subdistrict ARP Wells withdrew 35,761 acre-feet. The stream flow forecast on the Alamosa River was most comparable to the 2014 actual flows, and in that year, Subdistrict ARP Wells withdrew 33,286 acre-feet. The stream flow forecast on the Conejos

River was most comparable to the 2002 actual flows however there is no reliable/available information on what the Subdistrict ARP Wells withdrew in that year. The stream flow forecast on La Jara Creek were most comparable to the 2020 actual flows, and in that year, Subdistrict ARP Wells withdrew 34,610 acre-feet. Based on the review of the various stream flows and Subdistrict Member operational changes it is projected 2026 ARP Well groundwater withdrawals will increase from 2025. Using these comparisons, the Subdistrict ARP Well groundwater withdrawals in 2026 are projected to be **33,200** acre-feet. The majority of metered groundwater withdrawals in the Plan Year will be used for irrigation through center pivot sprinklers, 63 percent. Approximately 7 percent and 30 percent of groundwater withdrawals will be applied to flood irrigation and other uses, respectively.

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

It is projected that the vast majority of metered groundwater withdrawals in the Plan Year will be used for irrigation through center pivot sprinklers. Approximately 7 percent and 30 percent of groundwater withdrawals from ARP Wells will be applied to flood irrigation and other uses, respectively.

Wells included in the ARP Well List are projected to irrigate approximately 23,800 acres during the Plan Year. Of the total projected irrigated acres, it is estimated 15,550 acres will be irrigated by center pivot sprinklers and 8,250 acres will be irrigated by flood application in the Conejos Response Area. This estimate is made based on a review of the breakdown of acres within the Conejos Response Area under each irrigation type prepared by DWR for inclusion in the RGDSS Groundwater Model, a review of any changes in irrigation application type from the previous ARP and a review of the wells being included by Participation Contracts.

6. 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 then calculate stream impacts and returns. Beneficial uses include municipal, commercial, industrial and fish propagation. 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 2026 ARP will be submitted with this ARP.

7. OTHER DATA NECESSARY TO SUPPORT THE PROJECTED STREAM DEPLETIONS

No additional data is being provided.

8. OTHER INFORMATION REQUIRED BY THE STATE AND DIVISION ENGINEERS AND REASONABLY NECESSARY TO EVALUATE THE PROPOSED

ARP

The Subdistrict will provide DWR with an electronic copy of the Response Functions used in this ARP at the same time they submit the ARP for review and approval.

Additional supplemental information that is generally used by DWR in their evaluation of the ARP is also being included with the submission. The supplemental information being provided to the State Engineer includes:

1. Resolution from RGWCD approving the Subdistrict 2026 ARP.

2. The list of Subdistrict Wells included in the 2026 ARP in spreadsheet format matching the list presented in Appendix A.

3. Resolution from RGWCD to allow the Subdistrict to allocate Closed Basin Project water in the 2026 ARP.

4. Spreadsheet of the Subdistrict's breakdown of "Other" wells used to calculate the composite Consumptive Use Ratio in the Response Functions.

5. Spreadsheet of the Subdistrict's analysis of forbearance yield and any available supporting documentation

9. OPERATIONAL REQUESTS TO THE DIVISION NO. 3 DIVISION ENGINEER FOR THE 2026 ARP

1. The Subdistrict requests that at times when there is a monthly, negative depletion in a stream reach, the Division No. 3 Division Engineer allow Subdistrict No. 3 to aggregate that negative depletion amount 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. 3 also anticipates they will make a request the Division No. 3 Division Engineer allow Subdistrict No. 3 to aggregate a monthly, positive depletion with a negative depletion of another Subdistrict to offset the positive daily depletion that Subdistrict No. 3 would otherwise have to replace or remedy when the opportunity exists under the protocol of DWR. A Memorandum of Understanding would be required before this offset could be allowed between subdistricts.

2. The Subdistrict requests that the Division No. 3 Division Engineer 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 will not be exceeded.

11.1.2 PROJECTED STREAM DEPLETIONS FROM THE WELLS COVERED BY THE ARP BASED ON THE APPLICABLE RESPONSE

FUNCTIONS OR APPROVED ALTERNATIVE METHOD

The purpose of this section is to present the data utilized to project stream depletions to the Conejos River, Alamosa River, Rio Grande and La Jara Creek as a result of the groundwater withdrawals from Subdistrict No. 3 ARP Wells for the Plan Year. The Response Function's outputs identify total projected stream depletions for the Plan Year, a breakdown of the monthly stream depletions for the Plan Year for each of the reaches on the Conejos, Alamosa, Rio Grande and La Jara Creek and a projection of the Post-Plan Stream Depletions calculated as a result of the predicted Plan Year groundwater withdrawals from Subdistrict No. 3 ARP Wells. Subdistrict No. 3 utilized the current 7P101 Response Functions to calculate projected stream depletions for this ARP.

The Division Engineer's April 6, 2026, Rio Grande Compact 10-day report included a forecast of 172,000 acre-feet for the flows of the Rio Grande. The NRCS's April 7, 2026, forecast also projected 172,000 acre-feet for the Rio Grande, 17,000 acre-feet for the Alamosa River, 44,000 acre-feet for the Conejos River, and 2,000 acre-feet for La Jara Creek. The NRCS's April 7, 2026, forecast report was used as a basis for estimating groundwater consumption in Subdistrict No. 3 in the 2026 ARP. From this forecast, an estimate of the total 2026 ARP Well groundwater withdrawals was prepared. This information was utilized in the Response Functions to project stream depletions caused by groundwater withdrawals from Subdistrict ARP Wells for the Plan Year.

1. 2026 STREAM FLOW FORECASTS – CONEJOS, ALAMOSA RIVERS, the RIO GRANDE, and LA JARA CREEK

The NRCS's April 7, 2026, forecast report that projected the annual flow of the Rio Grande, Alamosa, Conejos, Los Pinos, San Antonio Rivers and La Jara Creek was used to estimate groundwater consumption attributable to ARP Wells based upon hydrologic conditions for the current Plan Year. Data collected from this forecast is included in Table 1.2.

Table 1.2
Stream Flow Forecasts-Conejos, Rio Grande and Alamosa Rivers
(units in acre-feet)

Conejos Stream Flow Forecast				
Analysis	**Apr-Sept Forecast (acre-feet)**	**% of Avg.**	**Estimated Additional (acre-feet)**	**Annual Estimated Flow (acre-feet)**
	(1)	(2)	(3)	
NRCS, 4/7/2026				
Conejos River near Mogote	44,000	26		
Los Pinos River near Ortiz	11,000	18		
San Antonio River at Ortiz	1,600	17		
Total Conejos River System	**118,000**			
Division Engineer, Ten Day, 4/6/2026				
Conejos River near Mogote	59,000	35		
Los Pinos River near Ortiz	14,000	22		
San Antonio River at Ortiz	2,500	26		
Total Conejos River System	**75,500**		**34,500**	**110,000**

Rio Grande Stream Flow Forecast				
Analysis	**Apr-Sept Forecast (acre-feet)**	**% of Avg.**	**Estimated Additional (acre-feet)**	**Annual Estimated Flow (acre-feet)**
	(1)	(2)	(3)	
NRCS, 4/7/2026	**172,000**	36		
Division Engineer, Ten Day, 4/6/2026	**172,000**	36	98,000	270,000
Alamosa Stream Flow Forecast				
Analysis	**Apr-Sept Forecast (acre-feet)**	**% of Avg.**	**Estimated Additional (acre-feet)**	**Annual Estimated Flow (acre-feet)**
NRCS, 4/7/2026	**17,000**	28		
La Jara Creek Stream Flow Forecast				
Analysis	**Apr-Sept Forecast (acre-feet)**	**% of Avg.**	**Estimated Additional (acre-feet)**	**Annual Estimated Flow (acre-feet)**
NRCS, 4/7/2026	**2,000**	29		

(1) NRCS projected 50% exceedance streamflow at the gaging station

(2) NRCS 30-yr Average Flow: Conejos-168,000, Rio Grande-480,000, Alamosa-61,000, Los Pinos-61,000, San Antonio-9,600, La Jara Creek-6,800

(3) January through March and October through December

A copy of the NRCS April 7, 2026, forecast and the April 6, 2026, Division No. 3 Division Engineer's Rio Grande and Conejos Compact Ten-Day Reports are attached in Appendix D.

2. PROJECTED PLAN YEAR STREAM DEPLETIONS

Subdistrict No. 3 staff utilized the response functions developed for the Conejos Response Area under the RGDSS Groundwater Model Phase 7P101 to predict stream depletions to the affected streams caused by groundwater withdrawals from ARP Wells. For the Plan Year, stream depletions attributable to the groundwater withdrawals from ARP Wells were calculated using these Response Functions.

The Response Functions spreadsheet was built to be used for the whole Response Area. Two instruction sheets were prepared by DWR for additional inputs to the Response Functions when there is a need to use it for individual or group of wells. The instruction sheet, "How to Use the Application Workbook for a Subset (individual/group) of Wells" (9/23/2015), describes how to adjust the spreadsheet inputs to stream reaches that have been modeled with point source returns to streams. The instruction sheet "How to Adjust the Application Workbook for use with a Subset of Wells" (10/15/2015) describes how to use the "Ratio Method" for Response Areas where it is necessary to apply this method. Both instruction sheets are included as Appendix E.

The first step in using the current 7P101 Response Functions is to input data for the whole Response Area, i.e., historical groundwater withdrawals for sprinkler irrigation, flood irrigation, "other" pumping with corresponding "other" consumptive use ratios for the years 2011 through 2025 and predicted values for 2026.

The Subdistrict elected to use the Response Functions spreadsheet for the subset of wells which are included in the ARP Well List. The Conejos Response Area requires adjustments for point source return flows and the stream ratios, as listed below.

• Conejos Response Area: Reach 7 (San Antonio River) from the Town of Antonito.

• Conejos: Reach 1 Calculations Ratio and Reach 6 Calculations Ratio.

Using the whole Response Area results, adjustments are made on appropriate pages of the Response Function spreadsheet. The Subdistrict ARP Wells do include the Town of Antonito point source return flow, therefore, point source return flows were not adjusted in the spreadsheet. Adjustments for the Ratio Method were made for Reach 1: Conejos above Seledonia/Garcia and Reach 6: Alamosa River.

The next step was to calculate stream depletions by updating the Response Functions table contained in Table 2.1 to derive the annual net groundwater consumptive use. The consumptive use ratios for sprinkler, leveled flood and wild flood irrigation used in the RGDSS Model are standard factors of 85%, 60% and 40%, respectively. The consumptive use ratio for "other" wells is specific to the uses of those wells and can vary widely. The "Other Consumptive Use Ratio" for the whole Response Area is a composite derived from the individual well withdrawals and consumptive uses. The Subdistrict prepared a separate spreadsheet of "other" wells included in the Subdistrict ARP Well List to show the individual well groundwater withdrawals and consumptive use factors used to explain how the composite ratios were determined for the subset of wells represented in Table 2.1 of the ARP.

Historical groundwater withdrawal values for wells included in the ARP Well List were entered in Table 2.1 for years 2011 through 2025. Projected groundwater withdrawal values were used for 2026. The Subdistrict has no Recharge that Offsets Groundwater for calculation of the Net Groundwater Consumptive Use.

Notes at the bottom of Table 2.1 provide a description of the calculations within this table.

Table 2.1
Estimated Net Groundwater Consumptive Use
(Units in acre-feet)

	ARP Well Groundwater Withdrawals						Recharge that Offsets Groundwater				
Year	Irrigation Pumping to Center Pivots	Irrigation Pumping to Leveled Flood Irrigation	Irrigation Pumping to Wild Flood Irrigation	Other Pumping	Other Consumptive Use Ratio	Groundwater Consumption	Recharge Source 1	Recharge Source 2	Other Recharge Offsets	Total	Net Groundwater Consumptive Use
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
2021	16,241	1,416	342	7,910	50%	18,761	0	0	0	0	18,761
2022	15,178	2,310	251	7,388	51%	18,145	0	0	0	0	18,145
2023	17,306	2,214	218	7,312	51%	19,838	0	0	0	0	19,838
2024	13,918	1,656	245	8,029	51%	17,052	0	0	0	0	17,052
2025	16,781	1,582	322	7,959	51%	19,397	0	0	0	0	19,397
2026	**23,000**	**2,500**	**700**	**7,000**	**51%**	**24.900**	**0**	**0**	**0**	**0**	**24.900**
Avg	17,071	1,946	346	7,600	51%	19,682	0	0	0	0	19,682

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) Determined from metered groundwater pumping
(6) Estimated based on operations metered in Col5
(7) Calculated as 0.85xCol2 + 0.60xCol3 + 0.40xCol4 + Col5xCol6

(0.85, 0.60 and 0.40 are the consumptive use ratios of total pumping associated with sprinkler leveled flood and wild flood irrigation practices, respectively)

(8) - (9) Not applicable to the Conejos Response Area
(10) Calculated as Col7 + Col8 + Col9
(11) Calculated as Col6 - Col10

Wells that are added or deleted to the ARP Well List affect historical groundwater withdrawals figures as follows:

- Any wells that are added to the ARP will have their historical groundwater withdrawals included
- Any wells that are deleted from the ARP will have their historical groundwater withdrawals included in the groundwater withdrawals until the year that the wells are deleted
- If any wells that were deleted from a previous ARP list are added back in, any historical groundwater withdrawals from the years they were not included will have to be included in the groundwater withdrawals

The projected Net Groundwater Consumptive Use for the Plan Year is **24,900** acre-feet as shown in Table 2.1.

The Net Groundwater Consumptive Use for 2026 derived in Table 2.1 above is then input into the Response Function table contained in Table 2.2 in Column 3 in the row for 2026 to calculate projected stream depletions for the current Plan Year and into the future. The projected annual stream depletions resulting from the groundwater withdrawals of the wells included in the ARP Well list for the respective reaches and the total are shown in Columns 4 through 7.

Table 2.2
Estimated Historical and Projected Net Stream Depletions from Groundwater Withdrawals in Subdistrict No. 3
(Units in acre-feet)

			Annual Net Stream Depletions (May-Apr) a)								
Year	Conejos River near Mogote (Apr-Sep)	Net Groundwater Consumptive Use (Jan-Dec)	Conejos above Seledonia /Garcia	Conejos below Seledonia/ Garcia	Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Alamosa River	La Jara Creek	San Antonio River	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1970	201,859	16,019	376	1,024	1	4	32	58	24	-109	1,410
1971	139,131	19,426	438	1,730	4	19	78	62	18	-109	2,240
1972	90,563	24,283	432	2,402	10	37	124	64	89	-108	3,050
1973	262,772	13,507	550	2,126	16	52	143	97	36	-108	2,911
1974	140,237	20,608	445	2,497	21	58	158	73	33	-108	3,177
1975	255,598	15,293	545	2,386	26	65	167	96	96	-108	3,273
1976	174,806	19,623	444	2,636	29	70	177	64	89	-107	3,401
1977	60,935	24,420	407	3,072	33	77	199	57	19	-107	3,758
1978	162,145	21,964	466	3,147	37	86	216	76	33	-107	3,954
1979	288,627	19,753	608	3,079	41	92	223	104	101	-107	4,142
1980	274,695	22,862	626	3,268	44	95	232	70	99	-104	4,329

1981	104,316	23,994	455	3,421	47	101	244	68	90	-96	4,328
1982	279,973	18,173	622	3,133	50	104	244	113	105	-93	4,280
1983	236,269	17,643	631	2,967	52	104	237	115	109	-93	4,121
1984	216,888	18,560	624	2,945	53	102	234	114	108	-89	4,091
1985	337,286	13,112	613	2,578	53	100	223	112	108	-80	3,707
1986	290,253	11,287	589	2,287	52	95	205	107	103	-81	3,358
1987	230,225	17,979	553	2,546	51	90	202	96	39	-79	3,497
1988	139,934	21,487	426	2,860	50	91	213	56	-31	-69	3,596
1989	156,367	25,033	452	3,220	51	96	232	68	27	-60	4,086
1990	134,969	20,920	415	3,150	53	102	242	67	81	-54	4,056
1991	215,634	19,346	550	3,040	54	103	241	65	37	-53	4,037
1992	154,657	20,379	443	3,058	54	103	240	72	32	-100	3,904
1993	248,449	15,458	567	2,769	54	102	231	97	98	-162	3,757
1994	211,701	17,441	565	2,753	54	99	223	71	97	-175	3,686
1995	285,693	13,300	552	2,486	53	96	212	95	32	-182	3,344
1996	145,438	22,497	464	2,921	52	93	217	64	33	-182	3,662
1997	243,276	17,837	579	2,836	52	96	221	103	40	-196	3,731
1998	167,766	22,350	439	3,069	52	97	228	69	35	-239	3,751
1999	199,120	16,027	448	2,800	52	99	227	64	35	-262	3,463
2000	102,872	28,051	411	3,418	52	99	241	58	31	-295	4,017
2001	186,276	24,198	480	3,485	54	107	258	69	95	-282	4,265
2002	41,441	32,467	474	4,050	56	113	283	61	78	-199	4,916
2003	113,212	29,295	477	4,142	60	123	302	67	20	-192	4,999
2004	165,509	23,674	557	3,875	63	128	302	91	36	-214	4,838
2005	251,583	23,673	717	3,774	65	127	295	127	51	-209	4,947
2006	148,836	21,647	548	3,609	66	125	287	85	40	-180	4,580
2007	168,399	19,524	572	3,383	65	123	276	93	129	-125	4,517
2008	235,334	16,653	702	3,087	65	118	260	132	125	-95	4,394
2009	204,792	15,514	532	2,857	63	112	244	124	127	-93	3,965
2010	179,106	19,850	518	3,003	61	107	240	81	113	-161	3,962
2011	165,835	24,859	542	3,359	60	108	252	78	89	-185	4,303
2012	113,608	32,856	507	4,017	60	114	281	65	89	-149	4,985
2013	98,533	33,237	492	4,354	63	125	310	69	23	-143	5,294
2014	149,340	26,161	533	4,103	66	133	318	83	-33	-125	5,079
2015	155,333	20,802	528	3,693	68	133	307	82	-34	-130	4,646
2016	180,401	20,379	548	3,483	68	128	290	89	40	-149	4,498
2017	241,792	16,723	709	3,158	67	123	272	121	109	-158	4,401
2018	106,529	28,921	531	3,731	66	119	276	93	103	-149	4,770
2019	268,828	13,377	738	3,035	66	120	265	123	116	-120	4,341
2020	114,509	28,274	517	3,624	64	115	268	73	27	-134	4,554
2021	150,454	18,761	539	3,299	64	118	267	84	-30	-134	4,207
2022	167,011	18,145	528	3,101	63	115	257	86	44	-134	4,060
2023	241,561	19,838	626	3,096	62	111	251	111	51	-134	4,174
2024	161,790	17,052	481	2,901	61	109	244	72	-33	-134	3,702
2025	126,523	19,397	448	2,952	59	106	241	69	27	-134	3,770
2026	**44,000**	**24,900**	**425**	**3,291**	**59**	**107**	**249**	**60**	**44**	**-134**	**4,101**
2027			414	1,899	58	105	214	65	6	0	2,761
2028			357	1,240	54	86	162	56	-4	0	1,950

2029			318	869	48	68	121	50	18	0	1,491
2030			259	631	42	54	93	41	-3	0	1,117
2031			216	447	35	43	74	34	-3	0	847
2032			174	317	30	35	59	27	-3	0	639
2033			130	221	25	28	48	21	-3	0	470
2034			90	147	21	23	37	14	-2	0	329
2035			42	92	17	18	30	7	11	0	217
2036			0	48	14	14	23	0	0	0	99
2037			0	7	12	11	18	0	0	0	47
2038			0	0	9	8	13	0	0	0	31
2039			0	0	7	6	9	0	0	0	23
2040			0	0	6	4	6	0	0	0	16
2041			0	0	4	3	3	0	0	0	10
2042			0	0	3	1	0	0	0	0	4
2043			0	0	2	0	0	0	0	0	2
2044			0	0	1	0	0	0	0	0	1
2045			0	0	1	0	0	0	0	0	1
Avg 2011-2026	155,378	22,730	543	3,450	64	118	272	85	39	-140	4,430
Avg 2011-2020	159,471	24,559	564	3,656	65	122	284	88	53	-144	4,687
Post Plan			1,999	5,916	389	506	911	315	18	0	10,054

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 (see column headers for Calendar (Jan-Dec) or Plan (May-Apr) year designations)

(2) Conejos River near Mogote Gage streamflow in acre-feet for the NRCS streamflow forecast period of April through September. The streamflow value for 2026 is from the NRCS's April 7, 2026, forecast.

(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 2025 were calculated using well meter data. NetGWCU data for 2026 was estimated from prior well meter data and projected diversions based on the projected Conejos River streamflow from the April 7, 2026, forecast.

(4) Net Stream Depletions in the Conejos above Seledonia/Garcia reach for the Plan Year (May through April) in ac-ft.

(5) Net Stream Depletions in the Conejos below Seledonia/Garcia reach for the Plan Year (May through April) in ac-ft.

(6) Net Stream Depletions in the Rio Grande Del Norte to Excelsior Ditch reach for the Plan Year (May through April) in ac-ft.

(7) Net Stream Depletions in the Rio Grande Excelsior Ditch to Chicago Ditch reach for the Plan Year (May through April) in ac-ft.

(8) Net Stream Depletions in the Rio Grande Chicago Ditch to the State Line reach for the Plan Year (May through April) in ac-ft.

(9) Net Stream Depletions in the Alamosa River for the Plan Year (May through April) in ac-ft.

(10) Net Stream Depletions in La Jara Creek for the Plan Year (May through April) in ac-ft.

(11) Net Stream Depletions in the San Antonio River for the Plan Year (May through April) in ac-ft.

(12) Total Net Stream Depletions columns (4 + 5 + 6 + 7 + 8 + 9 + 10 + 11) in ac-ft.

Table 2.3 is an output from the Response Functions that calculates the annual total stream depletions and monthly replacement obligations for the two reaches of the Conejos River, the Alamosa River, La Jara Creek and the three reaches of the Rio Grande. This table lists the Plan Year stream depletions as required under the Groundwater Rules.

Table 2.3
Subdistrict No. 3 Monthly Stream Depletions for Plan Year

(Units in acre-feet)

	Conejos Response Area Total												
	2026								2027				
Stream Reach	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Conejos above Seledonia/Garcia	53.26	50.07	38.95	33.73	32.06	30.78	34.84	37.98	27.24	23.58	25.77	36.76	**425.02**
Conejos below Seledonia/Garcia	239.80	281.37	319.83	321.83	300.64	282.53	269.45	272.76	265.82	236.70	263.57	236.73	**3,291.03**
Rio Grande Del Norte-Excelsior	5.18	4.91	4.90	4.73	4.52	4.72	4.66	5.00	5.06	4.70	5.19	4.92	**58.51**
Rio Grande Excelsior-Chicago	9.44	8.96	8.76	7.88	7.72	8.17	8.27	9.21	9.58	9.08	10.14	9.48	**106.70**
Rio Grande Chicago-State Line	22.07	23.88	14.06	9.06	19.81	20.23	25.57	27.93	25.20	15.25	22.06	24.15	**249.29**
Alamosa River	29.40	12.06	2.49	0.16	1.47	0.10	0.01	0.02	0.96	1.10	2.16	10.05	**59.97**
La Jara Creek	26.16	17.30	37.04	43.63	29.66	33.35	-4.62	-25.19	-33.94	-39.28	-50.93	10.76	**43.94**
San Antonio River	-12.00	-11.20	-13.40	-13.40	-10.00	-9.40	-10.70	-10.10	-10.10	-10.10	-10.70	-12.50	**-133.60**
Total	**373.32**	**387.35**	**412.63**	**407.62**	**385.88**	**370.48**	**327.49**	**317.61**	**289.82**	**241.04**	**267.26**	**320.35**	**4,100.87**

Explanation of Columns

(1) Stream reach

(2) - (13) Monthly Stream Depletions in acre-feet

(14) Total Plan Year Stream Depletions in acre-feet

As indicated in the lower right-hand corner of Table 2.3, the Response Functions calculated total stream depletions to the Conejos River, Alamosa River, La Jara Creek and Rio Grande during the Plan Year, due to both past ARP Well groundwater withdrawals and the projected Plan Year ARP Well groundwater withdrawals, are **4,100.87** acre-feet. The Response Functions calculated total stream depletions to La Jara Creek are **43.94** acre-feet, the Conejos River are **3,716.05** acre-feet, to the Alamosa River **59.97** acre-feet, and to the Rio Grande **414.51** acre-feet. The inclusion of the Town of Antonito's well in the Subdistrict ARP Well List has produced stream flow returns to the San Antonio River in the amount of **133.6**. The locations of the stream depletions and monthly quantities are also tabulated in Table 2.3.

According to the RGDSS Groundwater Model, if the wells included in the Subdistrict's ARP Well List were shut off today, there would be a continuing depletion to the river for approximately **19** years. This is the calculated time required to recover to conditions that existed before groundwater withdrawals started. The volume of water required to replace stream depletions during this recovery period is called Post-Plan Stream Depletions. Based on predictions from the Response Functions, Table 2.4 shows there would be a total of **10,054** acre-feet of Post-Plan Stream Depletions. The portion of the total Post-Plan Stream Depletions impacting each of the seven designated reaches of the rivers are also included in the table.

Table 2.4
Subdistrict No. 3 Post-Plan Stream Depletions
(Units in acre-feet)

Years (May-Apr)	Conejos above Seledonia/ Garcia	Conejos below Seledonia/Garcia	Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Alamosa River	La Jara Creek	San Antonio River	Total
2027-2045	1,999	5,916	389	506	911	315	18	0	**10,054**

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 3.1 shows the amounts and sources of replacement water that will be available to replace injurious stream depletions as directed by the Division Engineer of Water Division No. 3.

Table 3.1
Amounts and Sources of Replacement Water Acquired by Subdistrict No. 3

Conejos River Replacement Sources					
In Storage					
Water Right	**Beginning Balance 4/15/2026**	**Water Previously Controlled By**	**SWSP**	**Current Storage Location**	
Case Nos. 1984CW16 and 1994CW62 (fully consumable water)	721.5	San Luis Valley Water Conservancy District	6061	Platoro Reservoir	
BLM Lovato Ditch Augmentation Water (Case No. 2002CW38A)	14.12	Bureau of Land Management	6056	Platoro Reservoir	
Taos Valley No. 3	42.12	San Luis Valley Irrigation Well Owners, Inc.	6074	Platoro Reservoir	
Taos Valley No. 3	86.26	San Luis Valley Irrigation Well Owners	6093	Platoro Reservoir	
Alpha Hay Farms SWSP	1,089.29	Alpha Hay Farms	9364	Platoro Reservoir	
Conejos Water Conservancy District's Heads Mill and Irrigation Ditch "Project Water"	28.99	Conejos Water Conservancy District	TBD	Platoro Reservoir	
In Storage (acre-feet)	**1,982.28**				
On Call Water-Irrigation Season					
Water Right	**Expected Yield**	**Source of Diversion**	**SWSP**	**Current Storage Location**	**Contract Limitations**
Taos Valley No. 3	250	Rio San Antonio	6093	n/a	Lease is limited to 250 ac-ft

Alpha Hay Farms SWSP - Heads Mill, J.F. Chacon 2, and Well No. 1 (W-0490)	522.9	Conejos River, and Well No. 1, W-0490	9364	n/a	SD3 will only use this water under an approved SWSP
BLM Lovato Ditch Augmentation Water (Case No. 2002CW38A)	900.0	Rio San Antonio	6056	n/a	Lease is limited to 900 ac-ft
On Call Water-Irrigation Season	**1,672.9**				
On Call Forbearance Agreements-Irrigation Season					
Forbearance Agreements	**Agreement Limits (1)**	**Expected Yield**	**Source of Diversion**	**WDID**	**Special Conditions**
AD Archuleta	No Limit		Conejos River	2200500	
Alamo Ditch	No Limit		Conejos River	2200501	
AnCon Ditch, Martinez	No Limit		Conejos River	2200504	
AnCon Ditch, Quinlan	No Limit		Conejos River	2200504	
Angustura Ditch	No Limit		Conejos River	2200503	
Antonito Ditch	No Limit		Conejos River	2200502	
Archuleta Trogillio No. 1 and No. 2	No Limit		Conejos River	2200505, 2200506	
Balls Bros 1 and 2 Ditch	No Limit		Conejos River	2200509, 2200510	
Bernardo Romero	No Limit		Conejos River	2200513	
Branch Ditch	No Limit		Conejos River	2200518	
Brazo Del Norte Ditch	No Limit		Conejos River	2200519	
Canon Irrigating Ditch	No Limit		Conejos River	2200524	
Cordova Ditch	No Limit		Conejos River	2200531	
Del Puerticito	No Limit		Conejos River	2200534	
East Bend Ditch BLM	No Limit		Conejos River	2200535	
El Cerrito	No Limit		Conejos River	2200539	
Ephraim Canal	No Limit		Conejos River	2200541	
Espinosa Springs Ditch	No Limit		Conejos River	2200542	
Fuerticitos Ditch	No Limit		Conejos River	2200547	
Gabriel Martinez Ditch	No Limit		Conejos River	2200548	
Guadalupe Ditch	No Limit		Conejos River	2200553	
Heads Mill and Irrigation Ditch Quinlan	No Limit		Conejos River	2200554	
Home Ditch	No Limit		Conejos River	2200555	
JF Chacon No. 2 Ditch	No Limit		Conejos River	2200561	
JF Chacon No. 3 Ditch	No Limit		Conejos River	2200562	
La Del Rio Ditch	No Limit		Conejos River	2200576	
Lopez Ditch	No Limit		Conejos River	2200583	
Los Ojos No. 1 Ditch BLM	No Limit		Conejos River	2200584	
Los Ojos No. 2 Ditch BLM	No Limit		Conejos River	2200585	
Los Sauces Ditch	No Limit		Conejos River	2200587	
Manassa Ditch Eastfield	No Limit		Conejos River	2200595	
Manassa No. 3	No Limit		Conejos River	2200593	
Manassa Westfield	No Limit		Conejos River	2200596	

Martinez Ditch	No Limit		Conejos River	220598	
(Mecitos) La Mesitas Ditch	No Limit		Conejos River	2200604	
Mill Ditch	No Limit		Conejos River	2200605	
Mogote Ditch	No Limit		Conejos River	2200591	
New J B Romero Ditch	No Limit		Conejos River	2200608	
Northeastern Consolidated Ditch	No Limit		Conejos River	2200609	
Overflow Ditch	No Limit		Conejos River	2200611	
Richfield Canal	No Limit		Conejos River	2200616	
Romero Ditch	No Limit		Conejos River	2200619	
Sabine School Section Ditch	No Limit		Conejos River	2200620	
Salazar Ditch	No Limit		Conejos River	2200621	
San Juan San Rafael Ditch	No Limit		Conejos River	2200624	
San Rafael Conejos Ditch	No Limit		Conejos River	2200625	
Sanford Canal	No Limit		Conejos River	2200627	
Servietta Ditch	No Limit		Conejos River	2200631	
Stover Ditch	No Limit		Conejos River	2200636	
Trogillo Ditch	No Limit		Conejos River	2200644	
William Stuart Company Irrigation Ditch	No Limit		Conejos River	2200651	
Broyles Overflow No. 4 Ditch	No Limit		Rio San Antonio	2200664	
Eight Mile Ditch	No Limit		Rio San Antonio	2200537	
Florida Ditch	No Limit		Rio San Antonio	2200543	
Galvis Ditch	No Limit		Rio San Antonio	2200549	
Jaramillo Overflow No 2 Ditch	No Limit		Rio San Antonio	2200570	
Lovato Irrigation Ditch	No Limit		Rio San Antonio	2200589	
Maes Ditch	No Limit		Rio San Antonio	2200590	
Martinez Ditch	No Limit		Rio San Antonio	2200597	
Punche Ditch	No Limit		Rio San Antonio	2200615	
Riedel Ditch	No Limit		Rio San Antonio	2200617	
Rincones Ditch	No Limit		Rio San Antonio	2200618	
Sinecero Ditch	No Limit		Rio San Antonio	2200632	
Sisneros Ditch	No Limit		Rio San Antonio	2200633	
Star Ditch	No Limit		Rio San Antonio	2200635	
Taos Valley Canal No. 3	No Limit		Rio San Antonio	2200639	
Teodoro No. 1 Ditch	No Limit		Rio San Antonio	2200640	
Llano Ditch	No Limit		Rio De Los Pinos	2200580	
Los Pinos Ditch	No Limit		Rio De Los Pinos	2200586	
On Call Forbearance Agreements-Irrigation Season*		**1,811**			
***Description of how the amount for Expected Yield was calculated is in Section 3 below**					
On Call-Non-Irrigation Season					
Water Right	**Total CON Allocation (all SDs)**	**Expected Yield Subdistrict 3**	**Water Previously Controlled By**	**Attributable to Depletions On**	**Current Location**
Closed Basin Project Production	2,600	1,457.71	RGWCD	Conejos	Closed Basin Project

On Call Agreements Non-Irrigation Season	**1,457.71**			

Rio Grande River Replacement Sources					
In Storage					
Water Right	**Beginning Balance 4/15/2026**	**Water Previously Controlled By**	**SWSP**	**Current Storage Location**	
SD 1 Santa Maria Shares (165 shares leased from the MVC in 2011 at a yield of 0.9233 af/share)	152.34	SD No. 1	n/a	Continental Reservoir	
SD 1 Santa Maria Shares (shares leased in the past from RGC)	47.66	SD No. 1	n/a	Continental Reservoir	
City of Creede excess augmentation credits under Case No. 94CW31 and No. 07CW60	4.45	Rio Grande Water Conservation District	6094	Beaver Reservoir	
Case Nos. 1984CW16 and 1994CW62 (fully consumable water) (from RGWCD)	40.9	San Luis Valley Water Conservancy District	6182	Rio Grande Reservoir	
Taos Valley No. 3	26.64	SLVIWO, Inc.	6074	Beaver Reservoir	
Taos Valley No. 3	307.81	SLVIWO, Inc.	6074	Rio Grande Reservoir	
Pine River-Wiminuche Transmountain Ditch	21.5	Rosalind L. Weaver	9535	Rio Grande Reservoir	
Los Sauces	124.36	n/a	9528	Rio Grande Reservoir	
In Storage (acre-feet)	**725.66**				
On Call Water-Irrigation Season					
Water Right	**Expected Yield**	**Source of Diversion**	**SWSP**	**Current Storage Location**	**Contract Limitations**
Los Sauces Ditch Shareholders	299.25	Conejos River	9528	n/a	Maximum CU available is 299.25 ac-ft per SD
On Call Water-Irrigation Season	**299.25**				
On Call Forbearance Agreements-Irrigation Season					
Forbearance Agreements	**Agreement Limits (1)**	**Expected Yield**	**Source of Diversion**	**WDID**	**Special Conditions**
Centennial Ditch	No Limit		Rio Grande	2000566	When in Priority 32, Ditch Superintendent can request wet water instead of forbearance with a 24-hr. notice
Chicago Ditch	No Limit		Rio Grande	2000575	Ditch owner can request wet water instead of forbearance with a 24-hr. notice
Commonwealth-Empire Canal	500		Rio Grande	2000623	
Excelsior Ditch	No Limit		Rio Grande	2000627	
Farmer's Union Canal	500		Rio Grande	2000631	
Monte Vista Canal	300		Rio Grande	2000753	
New Ditch	No Limit		Rio Grande	2000773	Ditch owner can request wet water

					instead of forbearance with a 24-hr. notice
Rio Grande Canal, RGWUA	150		Rio Grande	2000812, 2000662, 2001094, 2001007, 2000624	Partial forbearance on Priority 178, 197 and 198 as calculated in agreement
Rio Grande Canal, Ponderosa	No Limit		Rio Grande	2001094, 2000624	Partial forbearance on priorities 178 and 198
Rio Grande Canal, Kruse	No Limit		Rio Grande	2000624	Partial forbearance on priorities 178 and 198
Rio Grande Canal, Toews	No Limit		Rio Grande	2000624	Partial forbearance on priority 198
Rio Grande Lariat Ditch	500		Rio Grande	2000816	
Rio Grande Piedra Valley Ditch	No Limit		Rio Grande	2000811	
Rio Grande San Luis Ditch	No Limit		Rio Grande	2000817	
On Call Forbearance Agreements-Irrigation Season *		**105**			
***Description of how the amount for Expected Yield was calculated is in Section 3 below**					
On Call-Non-Irrigation Season					
Water Right	**Total RG Allocation (all SDs)**	**Expected Yield Subdistrict**	**Water Previously Controlled By**	**Attributable to Depletions On**	**Current Location**
Closed Basin Project Production	3,900	186.93	RGWCD	Rio Grande	Closed Basin Project
On Call Agreements Non-Irrigation Season		**186.93**			

Alamosa River Replacement Sources

In Storage

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	SWSP	Current Storage Location
Expo, LLC Augmentation Water (Case No. 2014CW3027 and Case No. 2016CW3019)	32.42	EXPO, LLC	6066	Terrace Reservoir
Terrace Irrigation Company Excess Augmentation Credits 2024 (Case No. 1982CW97)	47.7	Terrace Irrigation Company	9526	Terrace Reservoir
In Storage (acre-feet)	**80.12**			

On Call Forbearance Agreements-Irrigation Season

Forbearance Agreements	Agreement Limits (1)	Expected Yield	Source of Diversion	WDID	Special Conditions
Alamosa Spring Creek Ditch	No Limit		Alamosa River	2100505	
Arroya Ditch	No Limit		Alamosa River	2100506	
Capulin Ditch	No Limit		Alamosa River	2100510	
Clark Ditch	No Limit		Alamosa River	2100511	
Cottonwood Ditch	No Limit		Alamosa River	2100513	
Cristobal Rivera	No Limit		Alamosa River	2100514	
El Viejo	No Limit		Alamosa River	2100520	
Empire Canal	No Limit		Alamosa River	2100522	
Flintham Ditch	No Limit		Alamosa River	2100525	

Gallegos D 3	No Limit		Alamosa River	2100529	
Gabino Gallegos Ditch	No Limit		Alamosa River	2100526	
Garcia No. 2 Ditch	No Limit		Alamosa River	2100532	
Head Overflow No. 5 Ditch	No Limit		Alamosa River	2100539	
Lowland Overflow Ditch Company	No Limit		Alamosa River	2100558 2100575	
Miller Ditch	No Limit		Alamosa River	2100561	
Morganville	No Limit		Alamosa River	2100564	
Norland Ditch	No Limit		Alamosa River	2100570	
North Alamosa Ditch	No Limit		Alamosa River	2100571	
Ortiz Ditch	No Limit		Alamosa River	2100572	
Ramona Ditch	No Limit		Alamosa River	2100581	
San Jose Ditch No. 1	No Limit		Alamosa River	2100591	
Scandinavian Canal	No Limit		Alamosa River	2100593	
Terrace Irrigation Company	100 AF		Alamosa River	2100503, 2100601	
TK Walsh Ditch	No Limit		Alamosa River	2100600	
Union Ditch	No Limit		Alamosa River	2100602	
Valdez Ditch, Porco	No Limit		Alamosa Ricer	2100604	Partial forbearance on Priority No. 9
Weist Ditch	No Limit		Alamosa River	2100606	
On Call Forbearance Agreements-Irrigation Season*		**55**			

La Jara Creek Replacement Sources

On Call Water-Irrigation Season

Water Right	Expected Yield	Source of Diversion	SWSP	Current Storage Location	Contract Limitations
Gonzales Well	14.3	WDID 2105168	TBD	n/a	Maximum CU available is 14.3 ac-ft per SD
Canty Well	23.2	WDID 2105160	TBD	n/a	Maximum CU available is 23.17 ac-ft per SD
On Call Water-Irrigation Season	**35.7**				

On Call Forbearance Agreements-Irrigation Season

Forbearance Agreements	Agreement Limits (1)	Expected Yield	Source of Diversion	WDID	Special Conditions
Alamos Ditch	No Limit		La Jara Creek	2100502	
Coddington Ditch	No Limit		La Jara Creek	2100512	
Empire Canal-La Jara	No Limit		La Jara Creek	2100521	
Eskridge Garrett Ditch	No Limit		La Jara Creek	2100523	
Gallegos Ditch No. 2	No Limit		La Jara Creek	2100528	
Garcia Ditch No. 1	No Limit		La Jara Creek	2100531	
H Louise Shawcroft Ditch	No Limit		La Jara Creek	2100535	
Hansen La Jara Overflow Ditch No. 3	No Limit		La Jara Creek	2100536	
Hardtack Ditch North Branch	No Limit		La Jara Creek	2100537	

Hardtack Ditch South Branch	No Limit		La Jara Creek	2100538	
Keystone Ditch	No Limit		La Jara Creek	2100546	
L E Shawcroft Sons Irrigation Ditch	No Limit		La Jara Creek	2100549	
Le Mita Ditch No. 1 and No. 2	No Limit		La Jara Creek	2100552, 2100553	
Louise Shawcroft Ditch	No Limit		La Jara Creek	2100712	
Lower La Jara Ditch	No Limit		La Jara Creek	2100557	
Mc Cunniff Ditch	No Limit		La Jara Creek	2100559	
Miller Ditch-La Jara	No Limit		La Jara Creek	2100560	
Murphey Crowther Ditch	No Limit		La Jara Creek	2100565	
Nate Garrett Ditch	No Limit		La Jara Creek	2100566	
Newcomb Brothers Ditch	No Limit		La Jara Creek	2100569	
Pino Real Ditch	No Limit		La Jara Creek	2100579	
Reed Ditch No. 1	No Limit		La Jara Creek	2100582	
Reed Ditch No. 2	No Limit		La Jara Creek	2100612	
Reynolds Ditch	No Limit		La Jara Creek	2100584	
Reynolds Reed Ditch	No Limit		La Jara Creek	2100583	
Romero Ditch	No Limit		La Jara Creek	2100587	
Sanco Ditch	No Limit		La Jara Creek	2100590	
Swamp Ditch	No Limit		La Jara Creek	2100599	
Valley Ditch	No Limit		La Jara Creek	2100603	
Gallegos Ditch No. 1	No Limit		Hot Creek	2100527	
Gallegos Ditch No. 4	No Limit		Hot Creek	2100530	
Jose E Atencio Ditch	No Limit		Hot Creek	2100543	
On Call Forbearance Agreements-Irrigation Season*		**198**			
***Description of how the amount for Expected Yield was calculated is in Section 3 below**					
(1) The forbearance agreements limits listed here are written into agreements for each SD individually (para. 2.1 and 2.3 of the agreement)					

2. AFTER ACQUIRED SOURCES OF REMEDY

Although Subdistrict No. 3 acknowledges that DWR cannot consider sources or remedy acquired after the submission of this ARP in evaluating the adequacy of the ARP, the Subdistrict will continue to work to acquire additional sources of remedy and/or Forbearance Agreements, and may, with approval from the Division Engineer, use those sources to remedy injury under this ARP.

3. OPERATION OF THE 2026 ANNUAL REPLACEMENT PLAN

The Subdistrict's acquired replacement sources listed in Table 3.1 may require DWR approval for use as replacement water during the ARP Year. SWSPs have been filed for all sources for which it was required that the Subdistrict has acquired and plans to utilize during this ARP Year. The majority of these sources are renewals of previous SWSPs. Table 3.1 provides more detail

on the date the SWSP was filed and the expected date the water will be available to the Subdistrict as a replacement source. The Subdistrict understands they will not be allowed to use those sources with pending SWSPs until the DWR has officially approved them. The Subdistrict has forbearance and other approved sources of water that are sufficient to remedy all sources until the approvals for these additional sources are received.

The Subdistrict's replacement water, identified in Table 3.1, will be released from Platoro Reservoir, located in the Upper Conejos, Terrace Reservoir, located on the Alamosa River, Rio Grande, Santa Maria, Continental Reservoirs, and Beaver Park Reservoir, located in the Upper Rio Grande, and added to La Jara Creek via an augmentation well at the direction of the Division 3 Engineer, to offset injurious stream depletions on the respective rivers/creeks during the Plan Year. All Plan Year injurious stream depletions will be replaced in the time, location and amount that they occur, beginning May 1, 2026. These releases of water will be performed under the provisions contained in 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. 3 will occur on a regular and routine basis if these exchanges do occur. Any reservoir exchanges done in the Plan Year will be documented and reported in the 2026 Annual Report. The Division Engineer's Office will be notified in advance of any reservoir exchanges.

As shown in Table 3.1 above, Subdistrict No. 3 has implemented Forbearance Agreements with a number of ditches located on the Conejos River, San Antonio River, Los Pinos River, Alamosa River, La Jara Creek, Hot Creek and on the Rio Grande for the Plan Year. In its sole discretion, the Subdistrict will exercise these agreements, with the exception of those agreements that require the Subdistrict to forbear if the Ditch is the calling right. Reviewing diversion records from prior years of similar hydrologic conditions, as predicted for 2026 on La Jara Creek, the Conejos River, Alamosa River, and Rio Grande, Subdistrict No. 3 staff determined that these agreements could save an estimated **2,169** acre-feet of replacement water during the Plan Year. The majority of the forbearance agreements may be operated at the discretion of the Subdistrict.

For the 2026 ARP, it is projected the Rio Grande will have multiple dry up points that will change throughout the Irrigation Season causing the forbearance projections to change as well. Subdistrict No. 3 reviewed the calls in 2018 for this analysis because the stream flows in this year most closely matched the projected stream flows for 2026. For the 2026 Irrigation Season, Reach 1 and 2 are projected to stay connected throughout the month of May and the call will be the same for both reaches. Beginning in June, it is projected Reach 1 and 2 will disconnect and there will be a separate call in each reach individually. For Reach 1, it is projected approximately 75% of the calls will be covered by forbearance all Irrigation Season. For Reach 2, it is projected there will be 75% forbearance for the month of May and then 50% forbearance beginning on June 1st through to the end of the Irrigation Season. For Reach 3, it is projected there will be 50% forbearance all Irrigation Season. Based on these projections, it is estimated 105 acre-feet of depletions will be remedied with Forbearance.

For the Conejos River, it is projected the river will stay connected for the month of May. During

May the calls will be the same for Reach 1 and 2. Beginning in June, it is projected the reaches will have a dry up point and there will be a separate call in each reach. Subdistrict No. 3 reviewed the calls for 2002 for this analysis because the stream flows in this year most closely match to the forecast for 2026 stream flows. For the entire Irrigation Season, it is projected only a portion of the Reach 1 depletions will be remedied by forbearance. For Reach 2, it is projected a larger percentage of the depletions will be remedied by forbearance because there are 100% forbearance agreements for the calling rights which are expected to be calling during the Irrigation Season. Based on these projections, it is estimated 1,811 acre-feet of depletions will be remedied with forbearance.

For the Alamosa River, Subdistrict No. 3 reviewed both 2018 and 2020 calls to project the amount of forbearance for the Irrigation Season. The Alamosa only has one reach to remedy depletions on. Based on the analysis, it is projected between 50 to 55 acre-feet will be remedied by forbearance during the Irrigation Season.

For La Jara Creek, Subdistrict No. 3 reviewed both 2018 and 2020 calls to project forbearance for the Irrigation Season. Based on this analysis, it is projected there could be up to 198 acre-feet of depletions remedied by forbearance.

After submittal of this ARP, Subdistrict No. 3 staff will work with DWR to establish an understanding as to the hierarchy for the use of individual sources of remedy by stream.

As specified in this ARP, several ditches within Stream Reaches 1 and 2 on the Conejos River, the Alamosa River, the San Antonio River, the Los Pinos River, La Jara Creek and Hot Creek, and fourteen ditches within Stream Reaches 1, 2 and 3 on the Rio Grande have entered into forbearance agreements with Subdistrict No. 3 to remedy injurious stream depletions during the Plan Year, if needed. Some of these same ditches may be approached to consider long-term or permanent forbearance agreements for the future.

At times when the Conejos, the San Antonio and the Los Pinos are connected, the calling right can be on the San Antonio or the Los Pinos. When these conditions exist, the injury can occur on the San Antonio or the Los Pinos and forbearance agreements may be utilized to remedy the injurious stream depletions. The projected acre-feet of forbearance are based on an analysis of the number of days each ditch was the calling right in years of similar hydrologic conditions as those predicted in 2026. The average number of days each ditch was estimated to the calling right was then multiplied by the average daily acre-feet of injurious stream depletions during the Plan Year, excluding months outside the irrigation season. These expected yields are not a limit to the number of acre-feet of injurious stream depletions that can be remedied through forbearance, but a conservative estimate of their potential yield to show the Subdistrict's ability to remedy injurious stream depletions.

Water released to the river for replacement of injurious stream depletions below the Excelsior Ditch, at times when the Rio Grande is dry at that headgate, will be carried around that dry reach through the Centennial Ditch. Those flows will be measured and delivered directly to the Rio Grande at a point approximately ½ mile east of Alamosa CR 105 at the point the Centennial Ditch can return water directly in the Rio Grande. That point is above any water right that may

be injured while in priority. The Costilla Ditch is the only structure and water right in this intervening reach of the river and under most conditions, when the Costilla Ditch is in priority (No. 293), there will be water flowing in this reach to serve other downstream senior diverters and the Rio Grande Compact deliveries. In the event the Costilla Ditch is entitled to water in priority and there is no flow at their headgate due to stream depletions from Subdistrict No. 3 groundwater withdrawals, adequate water will be released to replace the injurious stream depletion amount to that stream reach. The Centennial Ditch must be adequate to efficiently deliver water around the dry stretch of river to the satisfaction of the Division Engineer prior to being considered a viable option. The Centennial Ditch Company's water rights are senior enough to accomplish this carriage in any foreseeable situation (Priority Nos. 32 and 173). The agreement to carry that water with the Centennial Ditch Company is attached as Appendix I.

The Response Functions did not predict stream depletions caused by the withdrawal of groundwater by ARP Wells to streams other than the Conejos River, Alamosa River, La Jara Creek and the Rio Grande in amounts above the minimum threshold to reliably predict injury. Therefore, Subdistrict No. 3 is not required to make replacements to any stream other than the Conejos River, Alamosa River, La Jara Creek and 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, Subdistrict No. 3 may submit a request to the DWR to allow the injurious stream depletions to the lower reach of the Rio Grande to be replaced after the irrigation season or when compact deliveries are being made. The only instances where Subdistrict No. 3 would not be required to replace these injurious stream depletions are when there is an excess of 150,000 acre-feet of credit for Colorado or Elephant Butte Reservoir has spilled as any additional water passing the Lobatos Gage will not result in a compact credit to Colorado. The CBP may continue to deliver salvaged water to the stream as directed by the CBP Operating Committee or other laws and policies.

The Groundwater Rules require remedies sufficient to also remedy total Post-Plan Stream Depletions caused by current and past years' ARP Wells groundwater withdrawals that deplete the streams after the term of this ARP. Subdistrict No. 3 will continue to work diligently towards obtaining permanent and/or renewable supplies to remedy future injurious stream depletions caused by present or future groundwater withdrawals by Subdistrict ARP Wells.

The Response Functions utilized in the ARP demonstrate that post-plan impacts from past and present groundwater withdrawals by ARP Wells will fluctuate depending on climatic conditions effecting river flows on the Rio Grande, Alamosa and Conejos Rivers, and La Jara Creek. Section 4.1.5 of Subdistrict No. 3's PWM includes the provision, "the Subdistrict may continue to assess fees until all Post-Plan Injurious Stream Depletions caused by past groundwater withdrawals from Subdistrict Wells have been remedied." This allows Subdistrict No. 3 to provide a financial guarantee to assure that all Post-Plan Injurious Stream Depletions will be replaced or otherwise remedied if Subdistrict No. 3 were to fail or otherwise not be allowed to continue groundwater withdrawals. Subdistrict No. 3 will continue to acquire replacement water for replacing current injurious stream depletions to the impacted streams and also for Post-Plan Injurious Stream Depletions as calculated by the RGDSS Groundwater Model and deemed necessary by DWR and other long-term or permanent remedies, as appropriate.

If Subdistrict No. 3 were to fail, the individual well owners in Subdistrict No. 3 would have to obtain plans for augmentation or take other measures to comply with the Groundwater Rules. Presumably, those plans would be required to replace these Post-Plan Injurious Stream Depletions into the future. In the interim, Subdistrict No. 3 or the Rio Grande Water Conservation District will remedy those Post-Plan Injurious Stream Depletions by supplying water or through agreements of the type contemplated by section 37-92- 501(4)(b)(I)(B), C.R.S., pursuant to which injury to water rights is remedied by means other than providing water to replace stream depletions.

Before March 1, 2027, in accordance with Rule 12.1, Subdistrict No. 3 will recalculate the injurious stream depletions for the Plan Year using the actual stream flows from April 1-September 30, 2026, and actual metered groundwater withdrawals reported to DWR for the prior Water Administration Year. An analysis will be prepared on a daily basis and by stream reach to calculate any differences between the stream depletions projected in the ARP and the stream depletions calculated with the actual data. If Subdistrict No. 3 has underpaid depletions and an opportunity exists to cover all or a portion of this underpayment by aggregating their underpayment with the overpayment of depletions by another subdistrict, a request to allow this aggregation will be made to the Division No. 3 Division Engineer. Subdistrict No. 3 would also make a request to allow any overpayment of depletions they may have to be aggregated with the underpayment of depletions by another Subdistrict.

4. ANTICIPATED FUNDING FOR PLAN YEAR

Subdistrict No. 3 has approved the creation of a Water Activity Enterprise. The Subdistrict assesses three separate fees to those Subdistrict ARP Well owners that are benefited from the activities of Subdistrict No. 3. These fees are as follows:

a. Administrative Fee: This fee is assessed to offset the cost of administering the PWM and ARP.

b. Groundwater Withdrawal Fee: This fee is assessed in two parts per acre-foot of groundwater withdrawn from ARP Wells. This fee is set every year by the Board of Managers in an amount necessary to purchase replacement water or other sources of replacement to offset injury to those senior water rights caused by Subdistrict No. 3 ARP Wells groundwater withdrawals, to fund programs to comply with the sustainable water supply requirements of the Groundwater Rules, and to fund additional programs Subdistrict No. 3 may deem necessary to meet its goals and objectives.

The fees are set by the Board of Managers and certified in December of each year to the Conejos County treasurer to be included on their tax roll. The county treasurer collect these fees and remits them to the Subdistrict on a monthly basis in the following calendar year.

For 2025, the Groundwater Withdrawal Fee for every acre-foot of groundwater withdrawn by ARP Wells for sprinkler application was assessed $37.60 and every acre-foot of groundwater

withdrawn by ARP Wells for flood application was assessed $30.80. ARP Wells that are used for commercial, industrial, municipal and fish propagation applications were assessed a Groundwater Withdrawal Fee of $25.00 per acre-foot. For 2025, the Administrative Fee was set at $464.97 per in-active well and $929.94 per active well (or meter when multiple wells are combined through a single meter). The total 2025 Subdistrict No. 3 assessments which were placed on the tax rolls in 2025 to be collected in 2026 are:

Table 4.1
Subdistrict No. 3 Assessments to Fund ARP Operations

Fee Type	Amount of 2025 Assessments
Administrative Fees	$133,851.94
Groundwater Withdrawal Fees	$913,681.87

11.1.4 CONTRACTUAL ARRANGEMENTS AMONG WATER USERS, WATER USER ASSOCIATIONS, WATER CONSERVANCY DISTRICTS, SUBDISTRICTS, AND/OR THE RIO GRANDE WATER CONSERVATION DISTRICT

1. LEASE OF LOS SAUCES DITCH SHARES FROM LOS SAUCES DITCH SHAREHOLDERS AND THE FALLOW OF HISTORICALLY IRRIGATED ACRES

For the 2026 Plan Year, Subdistrict No. 3, in conjunction with Subdistrict No. 6 and the Trinchera Subdistrict, have leased 20.59 of Los Sauces Ditch shares from and entered into Lease Fallow agreements with five (5) Los Sauces Ditch shareholders for the purpose of drying up approximately 592.80 acres, west of Highway 28, that are serviced by the Los Sauces Ditch. The Los Sauces Ditch owns 100% of Priority 32, 88.43 cfs in total. The Subdistricts will use the historical consumptive use credits from this dry-up under their respective approved ARPs to supply water to remedy injurious depletions in time, location, or amount, through an administrative exchange, either directly or after storage in a reservoir for release later in the same irrigation season or in a subsequent irrigation season, and/or lease said credits to another subdistrict for the same purpose. The average annual historical consumptive use for the subject 20.59 shares is 897.76 acre-feet per year. The actual amount of consumptive use may vary based on the hydrological conditions but the intent of the Subdistricts is to split the total consumptive use equally amongst themselves. This means that, on average, Subdistrict No. 3 is entitled to 299.25 acre-feet of consumptive use.

SWSP ID# 9528 was submitted to DWR on March 6, 2026, requesting that the subject 20.59 shares be changed to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved ARP, whether directly, by exchange, and storage by exchange in Platoro, Rio Grande, Santa Maria, Continental, and Beaver Reservoirs. Appendix F includes documentation for these leases.

2. LEASE OF GONZALES AND CANTY WELLS FOR AUGMENTATION USE ON LA JARA CREEK

For the 2026 Plan Year, Subdistrict No. 6, in conjunction with Subdistrict No. 3 and the Trinchera Subdistrict, have leased two wells in close proximity to La Jara Creek and have filed SWSPs to change the use from irrigation to augmentation and storage. The Subdistricts will use the historical consumptive use credits from this dry-up under their respective approved ARPs to supply water to remedy injurious depletions in time, location, or amount, through an administrative exchange, either directly or after storage in a reservoir for release later in the same irrigation season or in a subsequent irrigation season. The Subdistricts have a lease agreement with Mrs. Gonzales to lease the use of her well WDID 2105168 and associated water rights to temporarily fallow the land that this well has been serving in recent years. This well was decreed as Well No. 1 W-732 as an irrigation well with a diversion limitation of 2,750 g.p.m. with a priority date of November 13, 1964. It was permitted as 5571-F. The Statement of Beneficial Use amended the permit correcting the location of the well and location of the lands irrigated. The Statement of Beneficial Use lists irrigation of 400 acres in Section 14 and the East ½ of Section 15 in Township 35 North, Range 8 East NMPM and the location of the well as the South East of the North East of Section 15. The well is completed to a depth of 551 feet and sits west of the blue clay. The parcel served by the well is a part circle center pivot serving 74 acres. The Subdistricts also have a lease agreement with Mr. Canty to lease the use of his well WDID 2105160 and associated water rights. This well was decreed as Well No. 1 W-668 as an irrigation well with a diversion limitation of 1,500 g.p.m. and a priority date of March 31,1957. It was permitted as 1478-R. Water court case 16CW3002 changed the place of use and quantified the average consumptive use at 69.5 acre-ft. In a stipulation it was agreed that the original well would no longer be used to pump water and instead a new well will be drilled at the new location of use. As of the date of this application, the new well has not been drilled. The original well sits west of the blue clay and was completed to 330 ft with perforations from 100’ to 330’. It is completed into layer 4. Appendix F includes documentation for these leases.

3. FORBEARANCE AGREEMENTS

Forbearance agreements have been reached with a multitude of ditches, copies of which are included in Appendix G along with a summary of the details of each agreement. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., Subdistrict No. 3 has reached agreement with these ditches whereby they accept that, subject to the specific provisions of the forbearance agreement, injury to their water rights resulting from the use of groundwater by ARP Wells may be remedied by means other than providing water to replace stream depletions, when they are the calling right on the Conejos River, Alamosa River, La Jara Creek, or the Rio Grande. The expected yield of these agreements is as shown above in Table 3.1. See Appendix G for documentation of these Forbearance Agreements.

4. CLOSED BASIN PROJECT PRODUCTION

According to the Division No. 3 Division Engineer’s Rio Grande Compact Ten-Day Report on April 6, 2026, the projected production of the project delivered to the Rio Grande is 6,500 acre-feet during the calendar year 2026. 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.

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 RGWUA and the SLVWCD. At a meeting of the RGWUA's Board of Directors on March 19, 2026, the Board of Directors passed a motion to specifically allocate 3,900 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 Subdistrict No.1, Subdistrict No. 2, Subdistrict No. 5 and Subdistrict No. 6. The Board of Directors of the SLVWCD approved an allocation of up to the total CBP production allocated to the Rio Grande, or 60% of the total useable CBP yield in 2026, so long as Subdistrict's use does not affect the allocation of CBP flows to the Rio Grande and Conejos River's compact obligations. The CWCD Board of Directors allocated the Conejos's 40% share of the usable yield of the Closed Basin Project to replace the stream depletions under this ARP. The projected amount of the CBP production needed by Subdistrict No. 3 under this ARP is shown above in Table 3.1. See Appendix H for a copy of these letters.

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

Rule 8.1.7 of the Groundwater Rules includes provisions for meeting the requirements for achieving and maintaining a Sustainable Water Supply in the confined aquifer. Per the State Engineer's approval letter for the PWM, dated August 27, 2018, the Conejos Response Area five-year running average groundwater withdrawals were above the 1978-2000 average groundwater withdrawals for the Conejos Response Area with a five-year average of 30,107 acre-feet, however, per the Confined Aquifer Sustainability (CAS) Stipulations in Case No. 2015CW3024, the stipulated 1978-2000 average is 30,400 acre-feet, which is the actual metric that is referenced when determining the Subdistrict's sustainability.

Per the July 1, 2025, memo from the State Engineer, "Five Year Groundwater Withdrawals in Confined Aquifer Response Area in Division 3: July 2025 Requirement of Division 3 Groundwater Rules Section 8.1.5," the 2020-2024 five-year average groundwater withdrawals for the Conejos Response Area was 27,434 acre-feet. The next five-year average will drop the 2020 withdrawals of 34,745 acre-feet. 2025 was a dry year on the Conejos River and groundwater withdrawals increased slightly from the previous year, therefore, it is anticipated the State Engineer's next calculation of the Conejos Response Area five-year average will decrease by approximately 1,719 acre-feet based on the trend in the Subdistrict. With this decrease, the five-year average for the Conejos Response Area will be above the 1978-2000 average groundwater withdrawals and be above the average that was calculated per the July 1 memo at the time the Subdistrict's PWM was approved **but below** the average that was agreed upon and dictated in the CAS Stipulations. The State Engineer's memo is included in Appendix J.

The current five-year running average groundwater withdrawals for ARP Wells, which includes 24 contract wells, for the period 2021-2025 is 25,715 acre-feet. The previous five-year running average from 2020-2024 for ARP wells, including contract wells, was 27,309 acre-feet. The five-year running average decreased in 2025 by 1,594 acre-feet for ARP Wells with the 2021-2025 five-year running average. This calculation is based on 2025 groundwater withdrawals

downloaded on April 1, 2026, from the records of the Division of Water Resources for ARP wells. There have been many efforts made by the Subdistrict and its Members to reduce the average and annual amount of groundwater withdrawals within the Subdistrict. Members have attended and been active participants in Subdistrict-held meetings meant to educate the Members on the importance of meeting the Subdistrict's sustainability goals and metrics. The Subdistrict has also made a number of purchases of groundwater rights for the sole purpose of inactivating said rights and will continue to actively pursue similar purchases in the future. Between self-imposed reductions and incentivized reductions by Subdistrict Members, coupled with the efforts of the Subdistrict Board to offer enticing incentive sustainability programs and educational events to its Members, the Subdistrict has been able to decrease the average amount of groundwater withdrawals within its Response Area from the 2009-2015 pre-Subdistrict average of 31,420 acre-feet to 2016-2025's post-Subdistrict average of 26,169 acre-feet. This reduction in average groundwater withdrawals is mostly attributable to overall reductions of irrigation use as municipal and commercial use has a lesser ability to reduce/control their annual groundwater withdrawals.

Based on the trends of the Conejos Response Area, the Subdistrict's five-year average, and taking into account the CAS Stipulations determined in Case No. 2015CW3024, the Subdistrict will remain in compliance with the Sustainable Water Supply Requirement of the Rules.

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

Included as Appendix K is a chart which includes the water level measurements obtained in March of each year for the wells used by DWR to calculate the Composite Water Head for the Conejos Response Area. Also included in Appendix K is the State Engineer's memo dated July 1, 2025, regarding the "Composite Water Head for Confined Aquifer Response Area in Division 3: July 2025 Requirement of Division 3 Groundwater Rules Section 8.1.4." Additionally, the Conejos River System Water Users Association has been collecting hydrostatic pressure data in the Subdistrict No. 3 Response Area and will provide the data to the DWR to continue to improve the understanding of sustainability.

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

The Board of Managers included language in the PWM to continue to monitor groundwater withdrawals for the purpose of meeting the Sustainable Water Supply requirements in the Groundwater Rules and to propose remedies, if necessary, as part of the ARP process. The Board of Managers did assess a portion of their fees to build up revenues that can be used, if necessary, to fund current and future programs to meet these requirements. For 2026, the Board of Managers decided to continue monitoring groundwater withdrawal amounts following the first Subdistrict assessments to determine what, if any, affect they would have on groundwater withdrawal amounts. It is anticipated that the imposition of the Groundwater Withdrawal Fees will naturally reduce the amount of groundwater withdrawn by ARP Wells and maintain the Subdistrict's groundwater withdrawals within the limits set by the Groundwater Rules. In addition to monitoring the annual groundwater withdrawal amounts relative to the Groundwater

Withdrawal Fee, the Board of Managers elected to implement the additional incentive measure of a Pumping Reduction Program during the 2026 irrigation season to further the efforts towards meeting the Sustainable Water Supply requirements. The Pumping Reduction Program is further detailed in Paragraph 4 in Section 11.1.5.

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

On December 19, 2024, the Subdistrict purchased a well from Mrs. Danette Sowards for the purpose of inactivating the well and ceasing all of its groundwater withdrawals in order to aid the Subdistrict's efforts in meeting the Sustainable Water Supply requirements in the Groundwater Rules. The well is known as Well No. 1, Case No. W-335, WDID 2205076, Permit No. 11721-R, and is decreed for irrigation and fish and wildlife culture in Case No. W-335. The well had been used for irrigation until 2020, at which point its use changed to fish culture. The well's groundwater withdrawals averaged approximately 152 acre-feet annually between 2009 and 2020 while it was being used for irrigation purposes. The groundwater withdrawals greatly increased once it began to be used for fish culture, with the average groundwater withdrawals increasing to approximately 861 acre-feet between 2020 and 2023. The Subdistrict plans to keep the well inactive for the foreseeable future.

On December 12, 2025, the Subdistrict purchased a well from Mr. and Mrs. Fred Cordova for the purpose of inactivating the well and ceasing all of its groundwater withdrawals in order to aid the Subdistrict's efforts in meeting the Sustainable Water Supply requirements in the Groundwater Rules. The well is known as Well No. 1, Case No. W-170, WDID 2205067, Permit No. 6310-R, and is decreed for irrigation. The well had been used for irrigation until 2021. The groundwater withdrawals averaged approximately 24 acre-feet annually between 2009 and 2021. The Subdistrict plans to keep the well inactive for the foreseeable future.

The Subdistrict has also verbally agreed to purchase another well within its Response Area for the purpose of inactivating it and ceasing all of its groundwater withdrawals in order to aid the Subdistrict's efforts in meeting the Sustainable Water Supply requirement in the Groundwater Rules. The well is known as Well No. 3, Case W-1692, WDID 2105383, Permit No. 3498-F, and is decreed for irrigation and fish culture. The groundwater withdrawals average approximately 1,413 acre-feet annually between 2009 and 2025. Once purchased, the Subdistrict plans to keep the well inactive for the foreseeable future.

See Appendix F for documentation of past purchases.

4. OTHER PROPOSED ACTIONS TO BE TAKEN AS APPLICABLE

The Subdistrict is implementing a Pumping Reduction Program (PRP) for the 2026 irrigation season. The goal of the PRP is to compensate Subdistrict Members that reduce their groundwater withdrawals on Farm Unit basis to assist in attaining and maintaining the sustainability of the Confined Aquifer underlying Subdistrict No 3. For the 2026 Plan Year, participating Subdistrict

Members have committed to reducing their overall pumping by approximately 1,337 acre-feet.

In addition to the PRP, the Subdistrict has had several meetings with Subdistrict Members since the 2023 Plan Years to receive feedback, inform them, and to generally address how the Subdistrict plans on achieving and maintaining a sustainable confined aquifer within Subdistrict boundaries. Through these meetings the Subdistrict has developed ideas, through Subdistrict Member input and contracted engineering work, on what actions would be most effective and also least intrusive in order to achieve its sustainability goals. These meetings were productive and the Subdistrict plans on implementing aquifer sustainability measures if a voluntary reduction in pumping by Subdistrict Members and the PRP does not lead to a positive sustainability trend, including the possible implementation of a groundwater allocation program.

The Subdistrict has also approved a resolution to incentive the RGWCD's Senate Bill 22-028 well purchase program by adding an additional $500 per acre-foot payment to Subdistrict Members whose program applications are approved.

SPECIAL IMPROVEMENT DISTRICT NO. 3 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

ANNUAL REPLACEMENT PLAN
2026 PLAN YEAR
APPENDICES

Prepared

April 15, 2026

By

Rio Grande Water Conservation District
8805 Independence Way
Alamosa, Colorado 81101

In consultation with

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APPENDIX A

Tabulation of Subdistrict ARP Wells

ARP Wells (WDIDs)	2025 Metered Diversions (in ac.-ft.)	WDID Included in ARP List By
2105004	107.29	Petition
2105018**	5.00	2021 Contract in 2020 ARP
2105023	23.84	Petition
2105043	0.00	Petition
2105085	0.09	Petition
2105127	285.66	Petition
2105158	156.29	Petition
2105181	185.28	Petition
2105229	247.23	Petition
2105231	124.10	Petition
2105256	55.39	Petition
2105318	9.97	Petition
2105354	41.78	Petition
2105382	165.50	Petition
2105383	1174.40	Petition
2105400	2.56	2019 Contract
2105401	28.05	2019 Contract
2105404	3.15	2022 Contract
2105408	137.06	Petition
2105429	77.45	Petition
2105444	819.85	Petition
2105445	657.10	Petition
2105555	164.32	Petition
2105622	16.41	Petition
2105623	53.22	Petition
2105896	12.22	Petition
2105907	2.56	2019 Contract
2205001	31.13	2019 Contract
2205002	248.93	Petition
2205004	0.00	Petition
2205005	551.86	Petition
2205006	253.00	Petition
2205007	216.97	Petition
2205009	682.89	Petition
2205010	203.05	Petition
2205012	519.83	2019 Contract
2205013	125.71	2019 Contract
2205015	90.95	2019 Contract
2205018	170.06	Petition
2205019	175.93	Petition
2205020	0.00	Petition
2205021	183.28	Petition
2205041	55.46	2019 Contract

2205043	24.63	2021 Contract in 2020 ARP
2205050	28.52	Petition
2205051	77.89	Petition
2205052	722.18	Petition
2205053	254.32	Petition
2205054	167.44	Petition
2205055	176.69	Petition
2205056	284.51	Petition
2205057	581.92	Petition
2205058	80.65	Petition
2205059	0.00	Petition
2205060	0.00	Petition
2205061	0.00	Petition
2205062	157.95	Petition
2205063	216.59	Petition
2205066	147.26	Petition
2205067	0.00	Petition
2205071	295.04	Petition
2205072	73.82	Petition
2205073	0.00	2021 Contract
2205074	157.91	Petition
2205076	0.00	Petition
2205094	178.80	Petition
2205095	0.00	Petition
2205110	43.11	Petition
2205112	241.27	Petition
2205122	0.00	Petition
2205123	87.80	Petition
2205124	0.00	Petition
2205126	0.12	Petition
2205127	42.02	Petition
2205128	447.83	Petition
2205129	706.70	Petition
2205130	442.90	Petition
2205131	175.23	Petition
2205132	101.56	Petition
2205141	236.46	Petition
2205142	331.57	Petition
2205145	240.07	Petition
2205147	121.53	Petition
2205151	45.21	Petition
2205167	232.27	Petition
2205172	0.00	Petition
2205173	171.98	Petition
2205175	0.00	Petition
2205176	249.14	Petition
2205177	0.00	Petition

2205182	0.00	Petition
2205183	90.32	Petition
2205184	3.93	2021 Contract (Aug Well)
2205186	2.20	Petition
2205187	67.00	Petition
2205188	152.87	Petition
2205209**	1.50	2021 Contract
2205210	0.00	2021 Contract
2205242	75.55	Petition
2205243	188.58	Petition
2205259	109.22	Petition
2205260	0.00	Petition
2205261	60.61	Petition
2205262	0.00	Petition
2205285	0.00	Petition
2205350	176.11	Petition
2205388	177.72	Petition
2205401	0.00	Petition
2205460	214.50	Petition
2205502	240.63	Petition
2205506	0.00	Petition
2205542	0.04	Petition
2205555	366.30	Petition
2205556	125.79	Petition
2205646	0.00	Petition
2205650	120.00	Petition
2205684	49.12	Petition
2205801	156.52	Petition
2205805	0.00	Petition
2205806	0.00	Petition
2205812	0.00	Petition
2205819	0.00	Petition
2205861	0.00	2019 Contract
2205904	316.16	Petition
2205905	279.32	Petition
2205906	0.06	Petition
2205907	0.00	Petition
2205908	37.26	Petition
2205971	694.09	Petition
2205972	598.63	Petition
2205973	477.74	Petition
2205974	586.05	Petition
2205978	0.00	Petition
2205983	119.30	Petition
2205984	955.00	Petition
2205985	1124.76	Petition
2205986	280.32	Petition

2206010	32.94	Petition
2206011	559.01	Petition
2206012	0.00	Petition
2206015	0.00	Petition
2206061	96.02	Petition
2206064	137.11	Petition
2206067	0.31	Petition
2206069	0.00	Petition
2206077	165.13	Petition
2206083	170.29	Petition
2206086	75.58	Petition
2206092	192.06	Petition
2206095	123.00	Petition
2206096	224.09	Petition
2206098	25.35	Petition
2206107	207.47	Petition
2206108	124.15	Petition
2206375	272.43	Petition
2206387	0.00	2019 Contract
2206388**	80.00	2019 Contract
2206390	0.00	2019 Contract
2206419	255.74	2019 Contract
2206421	261.86	2019 Contract
2206441	16.93	Petition
2206443	149.01	Petition
2206452	1.66	2019 Contract
2206453	6.69	2019 Contract
2206461**	1.07	2021 Contract in 2020 ARP
2206643	10.48	2019 Contract

**WDID 2206461 2020 use is calculated per SWSP, WDID 2105018 is estimate based on meter readings taken by owners, WDID 2205209 is estimate based on meter readings taken by owner on CDPHE meter, WDID 2206388 is estimated by DWR

No New Wells in 2026 ARP

APPENDIX B

Contract Wells Documentation

WDID	Structure Name	Associated Permit	Uses Under Contract	Consumptive Use %
2105018	W-3438 and 80CW26	20807-F	Domestic/Stock	40%
2105400	W1718 Well No. 4	23868-F	Commercial Domestic	40%
2105401	W1718 Well No. 5	23869-FR	Commercial Domestic	40%
2105404	W1726 Well No. 2	3782-F	Sprinkler	85%
2105907		41550-F	Commercial Domestic	40%
2205001	W1766 Well No. 01	246-R	Wild Flood	40%
2205012	W3471 Well No. 1R	22011-F-R	Municipal	40%
2205013	W3471 Well No. 2	22012-F	Municipal	40%
2205015	80CW25 and W3434 Well No. 1	20719-F	Municipal	40%
2205041	W1924 Well No. 1	3116-F	Municipal	100%
2205043	W-657 Well No. 1	12905-F	Domestic.Municipal	40%
2205073	W-0209 Well No. 1	11153-R	Wild Flood	40%
2205209	W-1076 Well No. 1	26062	Domestic/Commercial	10%
2205210	W-1076 Well No. 2	20463, 35783-F	Domestic/Commercial	60%
2205861	W2188 Well No. 5		Fire	40%
2206387	W3245 Well No. 3	15149-R-R	Wild Flood	40%
2206388	W3245 Well No. 4	15151-R-R	Wild Flood	40%
2206390	W3245 Well No. 6	15150-R	Wild Flood	40%
2206419	2004CW13 Well No. 1	18751-F	Municipal	40%
2206421	2004CW13 Well No. 2	18752-F	Municipal	40%
2206452	05CW14 Well No. 2A	62786-F	Commercial	33%
2206453		22892-FR	Commercial	18%
2206461		292150	Domestic/Commercial	70%
2206643	12CW32 Well No. 1-R	22714-F-R	Sprinkler	85%
*2205184	W-0933 Well No. 1	47770-F	Flood	60%

*Contract well covered by CWCD Aug Plan but water for depletions under that Aug Plan Certificate supplied by SD #3

APPENDIX C

List of Augmentation Wells

APPENDIX C
Augmentation Wells

ARP Wells Partially or Fully Covered by Plan of Augmentation					
Case No.	**Plan Type**	**Augmentation Decree Owner**	**Well Owner**	**WDID**	**Description of ARP Coverage for Augmentation Well**
90CW24	Augmentation Certificate No. COM0020	Conejos Water Conservancy District	Randy and Naomi Keys	2205184	Well depletions calculated by CWCD Augmentation Plan. Water for Augmentation needs of this well is supplied by the Subdistrict. Well was not included in Subdistrict No. 3 depletion calculations for ARP Plan Year.

APPENDIX D

USDA-NRCS Forecasts and
DWR Rio Grande Compact 10-day Report

RIO GRANDE COMPACT
April 6, 2026 Analysis (NWS 50% exceedence)
Closed Basin Project Split: 60/40

CONEJOS RIVER BASIN

April - September Index Flows =	**75,500**		**Index Supply**		
Conejos =	**59,000**		**January**	**3,500**	*
Los Pinos =	**14,000**		**February**	**4,300**	*
San Ant. =	**2,500**		**March**	**15,300**	*
			April - September	**75,500**	**Forecast**
J-M & O-D volume		**34,500**	**October**	**4,900**	**estimate**
			November - December	**6,500**	**estimate**
Obligation =	**4,000**		**Total**	**110,000**	
			Deliveries		
Curtailment	**0.0%**		**January**	**5,000**	*
			February	**4,200**	*
			March	**4,700**	*
			April - October	**-**	**needed**
			Nov - Dec native	**7,000**	**estimate**
			Total	**20,900**	
		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	**1,600**	*
			Delivery Credit	**30,500**	
			Expected Dec. 31, 2026 Compact Delivery Status	**26,500**	

*** = 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 6,500 acre-feet)**

RIO GRANDE COMPACT
April 6, 2026 Analysis (NRCS 50% exceedence)
Closed Basin Project Split: 60/40

RIO GRANDE BASIN

April - September Index Flows = 172,000

J-M & O-D volume 98,000

Obligation = 69,000

Curtailment 0.0%

Index Supply

January	12,000	*
February	11,600	*
March	30,100	*
April - September	172,000	Forecast
October	20,000	estimate
November - December	24,300	estimate
Total	270,000	

Deliveries

January	13,200	*
February	12,200	*
March	15,800	*
April - October	-	needed
Nov - Dec native	25,000	estimate
Total	66,200	

Adjustments to the Delivery	Net Carryover Credit in E.B.	4,400	estimate
	Paper Credit	5,000	
	SC Norton Drain Flow	(2,000)	estimate
	Remaining CBP Share	2,400	*
	Delivery Credit	76,000	

Expected Dec. 31, 2026 Compact Delivery Status 7,000

*** = Actual measured flows (Deliveries include Closed Basin Project share)**
- All values in acre-feet
(Projected delivery of creditable CBP production to the Rio Grande is 6,500 acre-feet)
- Asssumes no recharge diversions after November 1, 2026

USDA NRCS National Water & Climate Center
 * - DATA CURRENT AS OF: Tue, 07 Apr 2026 17:47:02 GMT
   - Based on 04-01-2026 forecast values   - Not filtered by publish status(es)

Northwestern Rio Grande in Colorado_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Grande at Thirty Mile Bridge	Apr-Jul	38	34	60	47	30	18.7	111
	Apr-Sep	42	35	68	52	33	21	120
Rio Grande at Wagon Wheel Gap	Apr-Sep	110	35	179	138	84	49	310
SF Rio Grande at South Fork	Apr-Sep	31	28	54	41	21	16.0	112
Rio Grande nr Del Norte	Apr-Sep	172	36	295	220	122	51	480
Saguache Ck nr Saguache	Apr-Sep	12.1	43	20	15.3	9.1	5.2	28
Alamosa Ck ab Terrace Reservoir	Apr-Sep	17.0	28	25	20	14.0	10.2	61
La Jara Ck nr Capulin	Apr-Jul	2.0	29	3.8	2.7	1.43	0.72	6.8
Conejos R bl Platoro Reservoir	Apr-Jul	16.5	32	23	18.9	14.3	11.4	51
	Apr-Sep	18.0	32	26	21	15.3	11.9	57
Conejos R nr Mogote	Apr-Sep	44	26	77	58	37	29	168
San Antonio R at Ortiz	Apr-Sep	1.60	17	4.8	2.9	1.07	0.49	9.6
Los Pinos R nr Ortiz	Apr-Sep	11.0	18	17.5	13.4	8.9	6.3	61
Rio Grande nr Lobatos	Apr-Jul	10.0	8	73	36	5.5	2.0	119

Northeastern Rio Grande in Colorado_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Ute Ck nr Fort Garland	Apr-Sep	1.30	12	3.8	2.3	0.80	0.25	11.3
Sangre De Cristo Ck	Apr-Sep	1.00	9	4.0	2.0	0.50	0.25	10.9
Trinchera Ck ab Turners Ranch	Apr-Sep	1.93	19	5.6	3.4	1.10	0.40	10.3
Culebra Ck at San Luis	Apr-Sep	1.75	10	11.3	5.6	1.30	0.40	16.7
Costilla Ck bl Costilla Dam	Apr-Jul	1.00	10	4.3	2.4	0.70	0.30	9.6
Costilla Ck nr Costilla	Apr-Jul	2.6	12	12.4	6.6	1.80	0.60	22

Middle Sangre Mtns in New Mexico

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Red R bl Fish Hatchery nr Questa	Apr-Jul	7.6	27	14.1	10.2	5.3	2.4	28
Rio Hondo nr Valdez	Apr-Jul	3.5	25	6.7	4.7	2.4	1.10	14.2
Rio Lucero nr Arroyo Seco	Apr-Jul	1.99	21	5.0	3.2	1.10	0.50	9.3
Rio Pueblo De Taos nr Taos	Apr-Jul	2.0	17	7.0	4.1	1.34	0.50	11.7
Rio Pueblo De Taos bl Los Cordovas	Apr-Jul	2.2	12	24	11.0	1.10	0.50	17.7
Embudo Ck at Dixon	Apr-Jul	3.9	13	25	12.6	2.0	0.80	29
Santa Cruz R at Cundiyo	Apr-Jul	3.3	24	6.9	4.8	2.0	0.33	14
Rio Nambe bl Nambe Falls Dam nr Nambe	Apr-Jul	1.20	24	2.3	1.63	0.81	0.32	4.9
Tesuque Ck ab Diversions	Apr-Jul	0.15	16	0.77	0.40	0.09	0.05	0.95
Santa Fe R nr Santa Fe	Apr-Jul	0.31	11	0.85	0.51	0.15	0.01	2.9

El Vado, Jemez_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Chama bl El Vado Dam	Apr-Jul	40	24	67	50	25	8.0	166
Jemez R nr Jemez	Apr-Jul	5.9	25	13.6	9.0	4.6	3.1	24
Jemez R bl Jemez Canyon Dam	Apr-Jul	2.7	16	13.7	7.2	2.0	1.30	17.3

Mainstem Routings_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Grande at Otowi Bridge	Apr-Jul	68	14	160	100	47	23	470
Rio Grande at San Marcial	Apr-Jul	-120	-43	30	-59	-181	-270	280

Pecos_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Pecos R nr Pecos	Apr-Jul	8.6	18	25	15.2	4.8	2.5	49
Pecos R nr Anton Chico	Apr-Jul	3.8	9	28	13.8	-6.2	-21	44
Gallinas Ck nr Montezuma	Apr-Jul	0.73	11	5.2	2.6	0.50	0.25	6.5
Pecos R ab Santa Rosa Lk	Apr-Jul	3.7	11	27	13.1	3.0	1.50	35

Ruidoso and Mimbres_bast00rg

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Ruidoso at Hollywood	Apr-Jun	1.20	46	1.97	1.46	0.90	0.55	2.6
Mimbres R at Mimbres	Apr-May	0.61	54	1.13	0.78	0.48	0.34	1.14

Max (10%), 30%, 50%, 70% and Min (90%) chance that actual volume will exceed forecast.
Medians are for the 1991-2020 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.

APPENDIX E

Instruction Sheets: "How to Use the Application Workbook for a Subset (individual/group) of Wells" 9/23/2015) and "How to Adjust the Application Workbook for use with a Subset of Wells" (10/15/2015)

Adjusting the Application Workbook for use with a Subset (individual/group) of Wells

In order to properly use the 'Ratio Method' Application Workbooks for subsets of wells within a Response Area, the rounding functions within the Workbook must be adjusted. The steps below illustrate the adjustments needed to properly calculate the Net Stream Depletions for the individual/group of wells. The Response Area and the reaches that need to be adjusted are:

- Alamosa-La Jara: Reach 1 Calculations Ratio, and Reach 6 Calculations Ratio,
- Conejos: Reach 1 Calculations Ratio, and Reach 6 Calculations Ratio,
- Saguache: Reach 1 Calculations Ratio, and Reach 3 Calculations Ratio ,
- San Luis: Reach 1 Calculations Ratio, and Reach 2 Calculations Ratio,
- Trinchera: Reach 1 Calculations Ratio

Steps to Make the Adjustments

1. To avoid unintended errors use an original version of the Application Workbook built for the Response Area
2. Go to sheet "Projected Depletions Annual" and remove the round functions within the cell formulas
    a. From the Cells "B43:G44" for Alamosa-La Jara, "B43;H44" for Conejos, "B43:D44" for Saguache, "B43:C44" for San Luis, and "B43:E43" for Trinchera Response Area
    b. From the column 'Total' ("L8:L44" for Alamosa-La Jara & Conejos, "F8:F44" for Saguache & San Luis, and "G8:G44" for Trinchera Response Area
3. Go to "Table 2.5"
    a. From Cells "D80:I82" for Alamosa-La Jara, "D80:J82" for Conejos, "D80:F82" for Saguache, "D80:E82" for San Luis, and "D80:G82" for Trinchera
    b. From the Column 12 or 'Total' (L9:I82 for Alamosa-La Jara & Conejos, "H9:H82" for Saguache, "G9:G82" for San Luis, and "I9:I82' for Trinchera Response Area
4. Go to sheet "Table 2.6" and remove the round functions within the cells formulas for the Cells "B13:M13" and "N9:N13"
5. UNHIDE the appropriate sheet "Reach [X] Calculations Ratio" by right clicking over one of the working tabs and selecting unhide to open the required sheet ("Reach [X] Calculations Ratio") from the list
6. Go to sheet "Reach [X] Calculations Ratio" and COPY Cells "AC185:AG189" and PASTE to the same location ("AC185:AG189') as a VALUE instead of the formula
7. Go to "Net CU Worksheet"
    a. Input the individuals/group of wells irrigation pumping, other pumping, and consumptive use ratio value for the year 2011 - 2015
    b. For Details *Refer: Notes-How to Use the Application Workbook With or Without SW Credits, CDWR, September 23, 2015*
8. Go to sheet "Net CU & Streamflow"
    a. Input the Historical Net Groundwater Consumptive Use (NetGWCU) from 1970-2010 to the individuals/group of wells pumping (NetGWCU) values
    b. For Details Refer: Notes-How to Use the Application Workbook With or Without SW Credits, CDWR, September 23, 2015
9. Reformat "Table 2.6" to one or two decimal digits to see the small decimal values
10. Finally, the net stream depletions caused by individual/group of wells are calculated on sheet "Table 2.6" for the Current Year and on sheet "Table 2.7" for the Post Plan Years.

How to Use the Application Workbook for a Subset (individual/group) of Wells

The Application Workbook is build to be used for the whole Response Area. If there is a need to use it for individual/group of well(s) either with or without Surface Water Return flow Credits, there are few steps that need to be followed.

1. Stream Reaches With Surface Water Return Flow Credits

The five reaches with Surface Water Return Flow Credits are:

- Rio Grande Alluvium Response Area - Reach 1 (Rio Grande from Del Norte to Excelsior Ditch) from the Town of Del Norte and the City of Monte Vista,
- Alamosa/La Jara Response Area - Reach 3 (Rio Grande from Del Norte to Excelsior Ditch) from the City of Monte Vista,
- Alamosa/La Jara Response Area - Reach 5 (Rio Grande from Chicago to State Line) from the City of Alamosa,
- Conejos Response Area - Reach 7 (San Antonio River) from the Town of Antonito.
- San Luis Creek Response Area - Reach 2 (Crestone Creek) from the Town of Crestone and the Baca Water and Sanitation District.

If the individual/group of well(s) ***does not*** have Surface Water Return Flow Credits but is located in the Response Area where Surface Water Return Flow Credits exist, the following steps should be completed:

1. Modify the worksheet "Net CU Worksheet" as follows:
    a. Columns 2 & 3 change values to individual/group of well(s) Irrigation Pumping.
    b. Column 4 change the values to the value of individual/group of well(s) Other Pumping.
    c. Column 5 change to the appropriate consumptive use ratio for each year based on Other Pumping's actual consumptive use ratios.
2. On the "Net CU & Streamflow" worksheet change the historical Net Groundwater Consumptive Use (Jan-Dec) (Column 12) from 1970 to 2010 to the historical Net Groundwater Consumptive Use estimated for the individual/group of well(s) (consumptive use ratios of 83% - sprinkler, 60% - flood, and appropriate ratio – other).
3. On the "Reach [X] Calculations" worksheet, which will need to be unhidden, ZERO out all of the Surface Water Return Flow Credits in cells H161:H653.
    a. Note "X" refers to the stream reach number where the Surface Water Return Flow Credits are applied.
4. Finally, the net stream depletions caused by individual/group of well(s) are calculated on sheet "Table 2.6" for the Plan Year and sheet "Table 2.7" for the Post Plan.

If the individual/group of well(s) ***does*** have Surface Water Return Flow Credits the following steps should be completed:

1. Modify the worksheet "Net CU Worksheet" as follows:
    a. Columns 2 & 3 change values to individual/group of well(s) Irrigation Pumping.
    b. Column 4 change the values to the value of individual/group of well(s) Other Pumping.
    c. Column 5 change to the appropriate consumptive use ratio for each year based on Other Pumping's actual consumptive use ratios for wells that do not generate returns directly to streams and 100% consumptive use ratio for wells that do generate returns directly to streams.

2. On the "Net CU & Streamflow" worksheet change the historical Net Groundwater Consumptive Use (Jan-Dec) (Column 12) from 1970 to 2010 to the historical Net Groundwater Consumptive Use estimated for the individual/group of well(s) (consumptive use ratios of 83% - sprinkler, 60% - flood, appropriate ratio – other for wells that do not generate returns directly to streams, and 100% - other for wells that do generate returns directly to streams).
3. On the "Reach [X] Calculations" worksheet, which will need to be unhidden, change the Surface Water Return Flow Credits in cells H161:H653 to the estimated individual/group of well(s)'s Surface Water Return Flow Credits.
    b. Note "X" refers to the stream reach number where the Surface Water Return Flow Credits are applied.
4. Finally, the net stream depletions caused by individual/group of well(s) using Surface Water Return Flow Credits are calculated on sheet "Table 2.6" for the Plan Year and on sheet "Table 2.7" for the Post Plan.

2. Stream Reaches without Surface Water Return Flow Credits

If the individual/group of well(s) is to be evaluated using the Application Workbook to estimate their net stream depletions, the following steps should be completed:

1. Modify the worksheet "Net CU Worksheet" as follows:
    a. Columns 2 & 3 change values to individual/group of well(s) Irrigation Pumping.
    b. Column 4 change the values to the value of individual/group of well(s) Other Pumping.
    c. If the individual/group of well(s) ***does not*** generate return flows directly to the stream, then:
        i. Column 5 change to the appropriate consumptive use ratio for each year based on Other Pumping's actual consumptive use ratios.
    d. If the individual/group of well(s) ***does*** generate return flows directly to the stream, then:
        i. Column 5 change to the appropriate consumptive use ratio for each year based on Other Pumping's actual consumptive use ratios for wells that do not generate returns directly to streams and 100% consumptive use ratio for wells that do generate returns directly to streams.
2. On the "Net CU & Streamflow" worksheet change the historical Net Groundwater Consumptive Use (Jan-Dec) (Column 12) from 1970 to 2010 to the historical Net Groundwater Consumptive Use estimated for the individual/group of well(s) (consumptive use ratios of 83% - sprinkler, 60% - flood, appropriate ratio – other for wells that do not generate returns directly to streams, and 100% - other for wells that do generate returns directly to streams).
3. Finally, the net stream depletions caused by individual/group of well(s) are calculated on sheet "Table 2.6" for the Plan Year and sheet "Table 2.7" for the Post Plan.

APPENDIX F

History & Documentation of Purchase and Leases

Appendix F

History & Documentation of Purchases and Leases

United States Bureau of Land Management (BLM) Excess Augmentation Credits-Case No. 2002CW38A, SWSP ID 6056

This water was originally decreed on October 22, 1983, as part the adjudication of the Conejos and San Antonio Rivers (former Water District No. 22) before the District Court in and for Conejos County. The original decree assigns to the ditch Priority No. 33 for 27.58 c.f.s. for irrigation and domestic uses with an appropriation date of June 14, 1867. The decreed source of water is the San Antonio River. In Case No. 2002CW38, the BLM applied for a change of water right of the portion of the Lovato Ditch owned by the BLM and for a plan for augmentation. The Court bifurcated the case into Case No. 2002CW38A and Case No. 2002CW38B. On December 7, 2014, in Case No. 2002CW38A, the Court decreed a change in type of use to include: irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat, including evaporative losses associated with these uses. The first priority of the BLM's Lovato Ditch is for the replacement of out-of-priority depletions pursuant to the plan of augmentation decreed in Case No. 2002CW38B. Excess Credits, as defined in the 2002CW38A decree, may be used for other decreed purposes and expressly recognizes they can be used as a source of supply in approved plans of water management. Subdistrict No. 3 agreed to lease 440.3 acre-feet of Excess Credits from the BLM in 2019. SWSP ID 6056 was filed and approved for the requested change of use. A portion of this water remains in storage in Platoro Reservoir for use in the ARP as shown in Table 3.1 of replacement sources. The Subdistrict has agreed to lease up to 900 acre-feet of BLM's Excess Credits annually starting in the 2025 Plan Year which allows the Subdistrict to use any water that is available under this water right starting in the 2025 Irrigation Season to replace injurious depletions. For the 2026 Plan Year, the Subdistrict may **not** store and release this water during the Irrigation Season due to Article VII restrictions but **is** allowed to use this water source to remedy injurious stream depletions on a daily basis when the water right is in priority. See Appendix F for documentation of this agreement.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	SWSP	Current Storage Location
BLM Excess Augmentation Credits 02CW38A	14.12	BLM	6056	Platoro Reservoir
In Storage (acre-feet)	**14.12**			

Excess Augmentation Water owned by Expo, LLC in the amount of 31.77 acre-feet currently stored in Terrace Reservoir, SWSP ID 6066

Expo, LLC is the owner of certain water originally decreed in Case No. 1982CW97, District Court, Water Division No. 3, as subsequently changed in part in Case No. 2014CW3027 and Case No. 2016CW3019, both District Court, Water Division No. 3. The 1982CW97 Decree changed certain water rights, established a plan for augmentation and recognized that excess water rights, above that needed for the plan for augmentation, were changed as part of the decree. The decree established certain limitations on the use of water in excess of the needs of

the plan for augmentation, but the time limit on those limitations has expired. The 2014CW3027 and 2016CW3019, in part, confirmed the release of certain amounts of water from the 1982CW97 Plan for Augmentation and allowed such water to be put to other uses. Pursuant to these Decrees, Expo had 22.0 acre-feet of water in storage in Terrace Reservoir in 2019, 2020, 2021, 2022, and 2023. Subdistrict No. 3 had entered into agreements with Expo, LLC to lease this water for the purpose of replacing depletions as part of the ARP. To the extent necessary, any return flow obligations under the original use of this water were addressed in the 1982CW97 Decree. SWSP ID 6066 has been approved by the State Engineer for the use of the leased water for the purpose of replacing depletions as part of the ARP. A portion of this water remains in storage in Terrace Reservoir for use in the ARP as shown in Table 3.1 of replacement sources. See Appendix F for documentation of these agreement.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	SWSP	Current Storage Location
EXPO,LLC Excess Augmentation Credits 14CW3027, 16CW3019	31.77	EXPO LLC	6066	Terrace Reservoir
In Storage (acre-feet)	**31.77**			

San Luis Valley Water Conservancy District Fully Consumable Water under Case Nos. 1984CW16 and 1994CW62 currently stored in Platoro Reservoir, SWSP ID 6061 and 6082

This fully consumable water was decreed in Case Nos. 1984CW16, 1994CW62, 14CW301, 09CW34, 2003CW41, 2005CW13, and 2007CW63 for storage and augmentation purposes. The RGWCD leased 572.87 acre-feet of this fully consumable water under these decrees for use in Subdistrict ARPs. In 2021, Subdistrict No. 3 leased 81.0 acre-feet of this water for use in its 2021 ARP or future ARPs. A portion of this water is currently stored in stored in Rio Grande Reservoir for use in the ARP. In 2017, 755 acre-feet was leased and the water was exchanged from Rio Grande Reservoir and Continental Reservoir on the upper Rio Grande into Platoro Reservoir in the upper Conejos. Of the amount exchanged, 50 acre-feet was used to cover a portion of the 15% transit losses for this exchange and the remainder of the transit losses were covered by Colorado Parks and Wildlife with water they had stored in Platoro Reservoir. In 2018, an additional 541.23 acre-feet was leased. Of this amount, 200 acre-feet remained in Beaver Reservoir and the remaining 341.23 acre-feet was exchanged into Platoro Reservoir for use on the Conejos River. A portion of this water remains in storage in Platoro Reservoir for use in the ARP as shown in Table 3.1 of replacement sources. See Appendix F for documentation of this agreement.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	SWSP	Current Storage Location
Fully Consumable Water under Case Nos. 1984CW16 and 1994CW62	721.5	SLVWCD	6061	Platoro Reservoir
	40.9		6182	Rio Grande Reservoir
In Storage (acre-feet)	**762.4**			

RIO GRANDE WATER CONSERVATION DISTRICT'S EXCESS CITY OF CREEDE AUGMENTATION CREDITS STORED IN BEAVER RESERVOIR, SWSP ID 6094

The Rio Grande Water Conservation District leased excess augmentation credits from the City of Creede during the period October 1, 2019-April 30, 2020. A portion of these credits was utilized during the 2020 ARP year to replace injurious depletions for Subdistrict No. 3. The remainder of the 153.45 acre-feet of credit was being stored in Beaver Reservoir, after applicable transit losses were deducted. Subdistrict No. 3 purchased this amount in 2020 from the RGWCD and began releasing the water to replace injurious depletions in 2020. For this Plan Year, Subdistrict No. 3 has a balance of 4.5 acre-feet of this water that may be released from Beaver Reservoir for use in the ARP as shown in the Table 3.1 of replacement sources. See Appendix F for documentation of this agreement.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	SWSP	Current Storage Location
City of Creede excess augmentation credits under Case No. 94CW31 and No. 07CW60	4.5	City of Creede	6094	Beaver Reservoir
In Storage (acre-feet)	**4.5**			

SANTA MARIA RESERVOIR COMPANY SHARES LEASED FROM SUBDISTRICT NO. 1

In 2022, Subdistrict No. 1's Board of Managers accepted a Memorandum of Understanding to sell 200.0 acre-feet of water they had stored in Santa Maria Reservoir to Subdistrict No. 3 to be used in the Subdistrict's ARP. Of the amount leased, 152.34 acre-feet was leased from shareholders on the Monte Vista Canal. The Subdistrict was required to deliver a portion of the water for losses and return flows during the 2022 Plan Year. The remaining water is currently held in Continental Reservoir for use in the ARP as shown in the Table 3.1 of replacement sources. See Appendix F for documentation of this agreement.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	Current Storage Location
Santa Maria Reservoir Company Shares (Monte Vista Canal Shares)	47.66	SD No. 1	Continental Reservoir
Santa Maria Reservoir Company Shares (Rio Grande Canal Shares)	152.34		
In Storage (acre-feet)	**200.0**		

SAN LUIS VALLEY IRRIGATION WELL OWNER'S INC. (SLVIWO)-CASE NO. 2015CW3030, SWSP ID 6074 and 6093

On December 30, 2015, the SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange. The SLVIWO is the owner of the water rights and corresponding structures associated with the Taos Valley Canal No. 3. The original decree for the water rights decreed to the Taos Valley Canal No. 3 is the Decree of the Court entered in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890). In 1975, SLVIWO filed an application for a plan for augmentation including exchange and to change the place and type of use of the Taos Valley No. 3 water right in Case No. W-3394 to include augmentation of any depletions caused by well users of the SLVIWO. The Taos Valley No. 3 water right was changed in Case No. W-3394. Of the 245 c.f.s. decreed to the Taos Valley Canal No. 3, 230 c.f.s. ("Middlemist Water") has been left un-diverted by SLVIWO and accounted for as an offset to well depletions pursuant to that decree. The remaining 15 c.f.s. ("Zinn Water") was changed in Case No. W-3394 subject to a reservation by Pete E. and Mercedes Middlemist to divert and use up to that amount for irrigation pursuant to certain terms and conditions contained in that decree. The Zinn Water has continued to be used for irrigation up to and including the 2018 irrigation season.

In Case No. 2015CW3030, SLVIWO seeks to utilize the Middlemist Water and the Zinn Water for augmentation by leaving the water in the San Antonio River as decreed in Case No. W-3394, by diverting water at the Taos Valley Canal No. 3 and continuing to store water in Cove Lake Reservoir for subsequent release to the San Antonio River, by recharging the confined and unconfined aquifers via a groundwater recharge project, by delivering water to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year and to divert and store the water in several reservoirs, either directly or via exchange, for later release to the San Antonio River, Conejos River and the Rio Grande for augmentation purposes. On January 25, 2019, SLVIWO filed an Unopposed Motion to Bifurcate Case No. 15CW3030. In that Motion, SLVIWO sought to bifurcate the claimed exchange to the Martinez Ditch and the Recharge Project from the other claims in the application.

Subdistrict No. 3 entered an agreement with the SLVIWO to lease up to 2,000 acre-feet for use in the 2024 ARP but the Taos Valley No. 3 water right never came into priority during the 2024 irrigation season therefore there was no ability to store or utilize this water during the 2024 Plan Year. For the 2025 Plan Year, Subdistrict No. 3 entered into an agreement with the SLVIWO to lease up to an additional 1,000 acre-feet for use in the 2025 ARP which is contractually obligated to be stored in Platoro Reservoir. Subdistrict No. 3 also leased an additional 86.26 acre-feet of stored Taos Valley No. 3 water that was stored 2023's Plan Year, in the SLVIWO's account in Platoro Reservoir, under SWSP 6093. See Appendix F for documentation of these leases. An SWSP was filed pursuant to section 37-92-308(4), C.R.S., for the purpose of approving the change of the water rights listed above to include requested uses in Case No. 2015CW3030 including: augmentation, exchange, storage by exchange in Platoro, Rio Grande, Continental,

Beaver Reservoirs and/or other reservoirs within the Rio Grande or Conejos River systems, by exchange, and subsequent release, delivery of the water to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year. The amount and location remaining in storage for use in the 2026 ARP is shown in the table below and in Table 3.1 of the ARP. See Appendix F for documentation of these agreements.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	Current Storage Location
Taos Valley No. 3, 2022 Lease	19.85	San Luis Valley Irrigation Well Owners	Rio Grande Reservoir
Taos Valley No. 3, 2023 Lease	21.64	San Luis Valley Irrigation Well Owners	Platoro Reservoir
Taos Valley No. 3, 2023 Lease	27.76	San Luis Valley Irrigation Well Owners	Beaver Reservoir
Taos Valley No. 3, 2023 Lease	287.96	San Luis Valley Irrigation Well Owners	Rio Grande Reservoir
Taos Valley No. 3, 2025 MOU	86.26	San Luis Valley Irrigation Well Owners	Platoro Reservoir
In Storage (acre-feet)	**443.47**		

EXCESS AUGMENTATION CREDITS OWNED BY TERRACE IRRIGATION COMPANY, SWSP ID 9526

Terrace Irrigation Company is the owner of certain water originally decreed in Case No. 1982CW97, District Court, Water Division No. 3, District Court, Water Division No. 3. The 1982CW97 Decree changed certain water rights, established a plan for augmentation and recognized that excess water rights, above that needed for the plan for augmentation, were changed as part of the decree. The decree established certain limitations on the use of water in excess of the needs of the plan for augmentation, but the time limit on those limitations has expired. The 2014CW3027 and 2016CW3019, in part, confirmed the release of certain amounts of water from the 1982CW97 Plan for Augmentation and allowed such water to be put to other uses. Pursuant to these decrees, Terrace Irrigation Company had 23.85 acre-feet of water in storage in Terrace Reservoir in 2024 and again in 2025. Subdistrict No. 3 entered into agreements with Terrace Irrigation Company to use the 23.85 acre-feet for the purpose of replacing depletions as part of the 2025 and 2026 ARPs. To the extent necessary, any return flow obligations under the original use of this water were addressed in the 1982CW97 Decree. An application for an SWSP is pending for the use of this water for the purpose of replacing depletions as part of the 2026 ARP. The water is shown in Table 3.1 of replacement sources. See Appendix F for documentation of this agreement.

Water Right	Beginning Balance 4/15/2026	Water Previously Controlled By	Current Storage Location
Terrace Irrigation Co.'s Excess Augmentation Credits 14CW3027, 16CW3019, 2025 ARP	23.85	Terrace Irrigation Company	Terrace Reservoir
Terrace Irrigation Co.'s Excess Augmentation Credits 14CW3027, 16CW3019, 2026 ARP	23.85		
In Storage (acre-feet)	**47.7**		

ALPHA HAY FARMS FIELDS 11 & 12-HEADS MILL AND J.F. CHACON WATER RIGHTS, WELL NO. 1 IN CASE NO. W0490, SWSP ID 9364

In May 2023, Subdistrict No. 3 acquired a portion of Alpha Hay Farms property located in Conejos County known as "Fields 11 and 12." The land came with senior surface water rights in the Heads Mill & Irrigation Ditch (2.27 c.f.s. of Priority No. 2) and the J.F. Chacon No. 2 (7.54 c.f.s. of Priority No. 44, 4.54 c.f.s. of Priority No. 49, 1.0 c.f.s. of Priority No. 97, and 1.0 c.f.s. of Priority No. 142), as well as groundwater rights in Well No. 1 (Case No. W-0490, Permit No. 88243-F, WDID 2205123), 5.57 c.f.s., 360 acre-feet per year, for irrigation up to 160 acres. SWSP ID 9364 was filed and approved for the 2023 and 2024 Plan Years to temporarily change the water rights to add augmentation as a beneficial use. The approved SWSP requires that the 221 acres that were irrigated historically be dried up in order for the 433.9 acre-feet of consumptive use attributed to the surface water irrigation and 89 acre-feet of consumptive use attributed to the groundwater supply, for a total of 522.9 acre-feet to be used for the direct replacement of injurious stream depletions. Any changed water that was not used for direct replacement was exchanged into Platoro Reservoir to be stored for use in a future ARP Plan Years as long as there are no Article VII restrictions in place. An application for an SWSP is pending approval for the use of this water for the purpose of replacing depletions as part of the 2026 ARP. The amount of water that remains in storage for use in the 2026 ARP is shown in Table 3.1 of the ARP. See Appendix F for documentation of the purchase, SWSP applications and approvals.

Water Right	Year	Amount Stored or Utilized	Beginning Balance 4/15/2026	Current Storage Location
Alpha Hay Farms Fields 11 & 12 Water Rights; Well No. 1 (WDID 220561), Heads Mill Irrigation Ditch, J.F. Chacon No. 2	2023	571.5	571.5	Terrace Reservoir
	2024	517.79	517.79	
	2025	154.54	0.0	n/a
	In Storage (acre-feet)		**1089.29**	

LUPITA SANDOVAL PROPERTY & EL CODA DITCH SHARES

In August 2021, Subdistrict No. 3 acquired property in Conejos County that is serviced by 72 El Coda Ditch shares from Ms. Lupita Sandoval. The El Coda Ditch is priority #3 on the Rio San Antonio with an adjudication of 25.16 c.f.s. and priority #178 with 51.77 c.f.s. The 72 shares amount to 4% of the total ditch diversions. The long-term goal of this purchase is to utilize this water right to replace injurious depletions to the Rio San Antonio system on an annual to permanent basis.

CONEJOS WATER CONSERVATION DISTRICT'S PROJECT WATER

In 2024 the Conejos Water Conservancy District can make an allocation of its Project Water to its irrigators. This water is distributed by ditch systems to their individual water users. In 2024, Mr. Jack Gilleland purchased the entire allocation amount available to the Heads Mill & Irrigation Ditch water system. He then divided the water equitably between Ditch members. Subdistrict No. 3 received 28.99 acre-feet of this Project Water. The water remains in storage in Platoro Reservoir for use in the 2026 ARP and subsequent ARPs and is shown in Table 3.1 of the ARP. See Appendix F for documentation of the purchase. The Subdistrict will not use this water to replace/remedy injurious stream depletions until it has received approval from DWR via an approved SWSP.

PURCHASE OF STORED PINE RIVER WEMINUCHE PASS DITCH TRANSBASIN WATER HELD IN RIO GRANDE RESERVOIR – SWSP ID 9535

In July 2024, Subdistrict No. 3, in conjunction with Subdistrict No. 2 and Subdistrict No. 6, purchased 110 acre-feet of stored Pine River Weminuche Pass Transbasin water being held in Rio Grande Reservoir from Mrs. Rosalind L. Weaver. Subdistrict No. 3's portion of the purchased water was 21.5 acre-feet. A SWSP was filed on February 20, 2025, for the use of this water in the Subdistrict's 2025 ARP and subsequent ARPs. At the time of the filing of this report, the approval of the SWSP is pending. The Subdistrict will not use this water to replace/remedy injurious stream depletions until it has received approval from DWR via an approved SWSP.

Transbasin water under this water right was diverted under the decrees held by Mrs. Weaver and stored in Rio Grande Reservoir in previous years. This water is decreed by the District Court in and for La Plata County in In the Matter of the Supplemental Adjudication of Priorities of Water Rights to the Use of Water in Water District No. 31, Pine River and its Tributaries in Colorado, Case No. CA1248-B (March 7, 1966); subsequent decrees include 1984CW16 and 1994CW62. This water is decreed for storage and irrigation purposes. The water right was diverted from one basin to another and requires no reconsideration of the historic return flow patterns from use in the receiving basin and such water is considered fully consumable, as previously found by the DWR in approving the request for SWSP ID 6182. Appendix F includes documentation for this purchase.

Rosalind L. Weaver's Pine River Wimenuche Pass Transbasin Water, SWSP 9535		
DATE PURCHASED	**AMOUNT (AF)**	**STORAGE LOCATION**
July 2024	21.5	Rio Grande Reservoir
TOTAL	**21.5**	

COLORADO
Division of Water Resources
Department of Natural Resources

March 31, 2023

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
1660 Lincoln Street, Suite 2720
Denver, CO 802647

Re: Alpha Hay Farms Fields 11 & 12 and Special Improvement District No. 3 (Subdistrict 3) of the Rio Grande Water Conservation District Substitute Water Supply Plan
Water Division 3
SWSP ID 9364

Approval Period: April 1, 2023 to March 31, 2024 (subject to Condition of Approval #3)
Contact phone number for Mr. Peter J. Ampe: 303-296-8100; peterampe@hillrobbins.com

Dear Mr. Ampe:

We have reviewed your letter dated January 31, 2023 in which you request approval of the substitute water supply plan ("SWSP") on behalf of the Special Improvement District No. 3 ("Subdistrict No. 3" or "Applicant") of the Rio Grande Water Conservation District ("RGWCD")pursuant to § 37-92-308(5), C.R.S. Notice was provided to all parties who have subscribed to the Division 3 SWSP Notification List on January 31, 2023. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10026959) has been received.

An application for approval of a change of water right as proposed under this SWSP has not been filed with the water court and the depletions associated with the proposed change of water right will not exceed five years, therefore this request has been submitted pursuant to §37-92-308(5), C.R.S. In accordance with §37-92-308(5), C.R.S., SWSPs may be approved for new water use plans involving out-of-priority diversions or a change of water right, if no application for approval of a plan for augmentation or a change of water right has been filed with the water court and the water use plan or change proposed and the depletions associated with such water use plan or change will be for a limited duration not to exceed five years. **This is the first year of approval for this SWSP.**

SUBDISTRICT OPERATION

Case No. 15CW3024 established the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 by order of the court. The Rules described the formation of Subdistricts in the area defined by the Rio Grande Decision Support System Groundwater Model in District Court, Water Division No. 3. Members of Subdistricts are landowners within the RGWCD who rely on groundwater for all or part of their commercial, municipal, industrial and/or irrigated agricultural practices. The principal goals of Subdistricts are to protect senior surface water rights, to support a sustainable water supply in the confined or unconfined aquifer underlying the Subdistricts' boundaries and to

avoid unreasonable interference with the state's ability to fulfill its obligations under the Rio Grande Compact.

This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No 3 (2016CV30021) to meet the requirements of the Subdistrict's Plan of Water Management ("Plan") as approved by the State Engineer. The overall objective of each Subdistrict Plan is to provide a water management alternative to individual plans for augmentation or state-imposed regulations that limit the use of wells within the Subdistrict; that is a system of self-regulation using economic-based incentives that promote responsible groundwater use and management and ensures protection of senior surface water rights. As part of each Plan, Subdistricts must submit an Annual Replacement Plan ("ARP") for the State Engineer's review and approval, showing the portfolio of water rights and other actions the Subdistricts will take to replace injurious depletions to senior water rights caused by groundwater withdrawal by Subdistrict Wells during the plan year. This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict 3's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts, only after prior approval by the Division Engineer.

SWSP OPERATION

A portion of Alpha Farms property located in Conejos County has been proposed for dry-up to enable Subdistrict No. 3 to use the historical consumptive use ("HCU") water in their Annual Replacement Plan ("ARP"). The proposed area consists of 221 acres that were irrigated historically with a combination of surface and groundwater. The water rights used for irrigation of the property were Well No. 1 (Case No. W-0490, Permit no. 10550-F, WDID 2205123), 2.35 cfs of the Heads Mill Ditch, and 16.08 cfs of the J.F. Chacon No. 2 transferred into the Heads Mill Ditch, all of which is diverted at the Heads Mill Ditch point of diversion.

The fields to be dried up are Fields 11 & 12, located in portions of the NE1/4 of Section 20, and the NW1/4 of Section 21, both in Township 33N, Range 9E of the N.M.P.M. Historical diversions from the Heads Mill Ditch headgate are approximately 10,376 acre-feet (from Table 2: Heads Mill Ditch plus J.F. Chacon No. 2 transferred rights 1970 through 2020). Historically irrigated acres and crop type are presented in Table 4 below. There are 19 years of recorded data.

Table 2 – Annual Average Surface Water Diversions

Ditch Name	Annual Average Diversions (Acre-Feet)
Heads Mill Irrigation Ditch	9,848
J.F. Chacon No.2	528
J.F. Chacon No.3	1,177

Table 4 – Cropping & Irrigated Acres Summary

	F11		F12		F13		F14	
Year	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type
1978	116	Alfalfa	138	Small Grain	134	Alfalfa	127	Alfalfa
1985	112	Small Grain	135	Alfalfa	138	Small Grain	63	Alfalfa
1987	108	Alfalfa	134	Alfalfa	132	Small Grain	133	Alfalfa
1988	109	Alfalfa	134	Alfalfa	138	Alfalfa	136	Alfalfa
1998	97	Alfalfa	169	Alfalfa	176	Alfalfa	138	Alfalfa
2002	95	Small Grain	166	Alfalfa	173	Alfalfa	136	Alfalfa
2005	97	Alfalfa	169	Alfalfa	176	Alfalfa	138	Alfalfa
2009	49	New Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2010	97	Alfalfa	143	Small Grain	137	Small Grain	134	Alfalfa
2011	97	Alfalfa	143	New Alfalfa	137	New Alfalfa	134	Alfalfa
2012	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Small Grain
2013	0	Fallow	132	Alfalfa	130	Alfalfa	132	New Alfalfa
2014	97	New Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2015	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2016	89	Alfalfa	130	Alfalfa	125	Alfalfa	127	Alfalfa
2017	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2018	97	Alfalfa	144	Alfalfa	137	Alfalfa	134	Alfalfa
2019	97	Alfalfa	144	Alfalfa	137	Alfalfa	0	Fallow
2020	97	Alfalfa	144	Alfalfa	137	Small Grain	134	Small Grain
Avg	**92**		**144**		**142**		**123**	

Crop data and irrigated acreage for the years missing in the above Table (24 years) were interpolated from these data.

The HCU attributed to surface water irrigation was calculated to be 433.9 acre-feet over the study period from 1978 through 2020, although the majority of these data were interpolated. Field 12 has an existing well, permit no. 10550-F (WDID 2205123, Well No. 1 in Case No. W0490). The HCU from the groundwater supplies for Field 12 was calculated to be 89 acre-feet using the same study period. The total of 522.9 acre-feet over 221 irrigated acres resulted in 2.37 acre-feet per acre.

DEPLETIONS

Average monthly farm headgate deliveries over the study period were 1617.5 acre-feet, with a ditch loss of 35% (582.3 AF) and surface and deep percolation return flows averaging 37.2% (601.3 acre-feet). The monthly average volumetric CU limits are as follows:

Month	April	May	June	July	August	September	October	**Total**
CU (AF)	13.29	85.81	113.22	102.5	70.85	35.14	13.10	**433.91**

When the monthly consumptive use limits in Table 6 are reached, any additional priority water may be stored by exchange to Platoro Reservoir for delivery at a later date within the same year, with appropriate transit losses and diverted as with the earlier water deliveries. This will mimic the historical use of the water rights.

REPLACEMENTS

Replacement for both the ditch loss and the return flows will involve diverting the return flow and the ditch loss portions of the daily allocation at the headgate and those portions will be left in the ditch, except that the return flow portions may be run in the farm laterals or otherwise recharged on-site to replicate the historical return flows. Alternatively, the fields have a supply pond that was previously used to feed the center pivot sprinklers. This pond may be used to recharge on the on-farm return flows for fields 11 and 12 and allow the water to return to the Conejos River.

MEASUREMENT & ACCOUNTING

Daily accounting will be required to ensure that the daily allocation as presented in Table 10 below is not exceeded.

Table 10 – Daily Allocation of Surface Water Supply for F11 & F12

	April	May	June	July	August	September	October
On-Farm Return Flows (cfs)	1.19	2.39	2.32	1.63	1.21	0.52	0.66
Ditch Loss (cfs)	0.80	2.13	2.37	1.85	1.33	0.62	0.49
Consumptive Use (cfs)	0.22	1.40	1.90	1.67	1.19	0.59	0.21

Evaporation calculations due to recharge operations were not considered in this SWSP request but should be included with the accounting.

CONDITIONS OF APPROVAL

This SWSP is hereby approved pursuant to §37-92-308(4), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of April 1, 2023 through March 31, 2024, unless otherwise revoked or superseded by decree. Additional SWSPs are required until a court decreed plan for augmentation is obtained for the proposed uses. Should an additional SWSP be requested, the provisions of § 37-92-308(4)(b), C.R.S., shall apply. The statutory fee of $300 will be required pursuant to § 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **January 1, 2024.**
2. In accordance with section 37-92-308(5), C.R.S., this SWSP cannot be renewed or approved for more than five years and the depletions associated with the proposed water uses must not exceed five years. **This is the <u>first</u> year of approval of this SWSP.**

3. Approval of this SWSP is for the purposes stated herein. Additional diversion structures and/or additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for those additional structures/uses. The replacement water, which is the subject of this SWSP, cannot be sold or leased to any other entity during the term of this SWSP without prior approval of the Division Engineer.

4. The dryup period of this SWSP is the 2023 irrigation season. The Division Engineer has the authority to adjust the irrigation season dates based on local conditions as allowed by State Engineer's Policy 2010-1. The 2023 irrigation season is projected to begin April 1 and end November 1, 2023.

5. The only use of Well No. 1 under this SWSP would be to pump groundwater CU and groundwater return flow into the recharge pit for the replacement of confined aquifer and surface water return flows obligations to the Conejos River. Diversions are limited to a maximum of 107.23 acre-feet (89 AF is CU, 18.23 is return flow obligation from the 83% sprinkler efficiency). The surface water return flow obligations would be reduced and an equivalent amount up to the 89 AF CU credit pumped at the well. The reduction in diversion at the ditch headgate must be equal to the pumping rate at the well during any 24 hour period. No additional uses of the water are allowed unless an additional SWSP is approved. All pumping and headgate totals must be verified with the water commissioner on a daily basis.

6. For the existing well that will be pumped for the new uses described in this SWSP, a **new well permit must be obtained** in accordance with § 37-90-137(2), C.R.S. and this SWSP. **The well permit application must be submitted by June 1, 2023.** Any application will be evaluated subsequent to approval of this SWSP. The provisions of § 37-90-137(2), C.R.S., prohibit the issuance of a permit for a well to be located within 600 feet of any existing well, unless the State Engineer finds that circumstances so warrant after a hearing in accordance with the procedural rules in 2 CCR 402-5. The hearing will be waived if the applicant is able to obtain statements from the owners of all wells within 600 feet, verifying that they have no objection to the use of the proposed wells.

7. This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No 3 (2016CV30021) to meet the requirements of the Subdistrict's Plan of Water Management as approved by the State Engineer. This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict 3's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts, only after prior approval by the Division Engineer.

8. For the purposes of this SWSP, the Applicant's methodology, claimed historical consumptive use, and StateCU parameters are being accepted. However, as Division 3 staff continue to assess the uses and operations, these values may be subject to modification.

9. The Applicant shall perform an inspection and provide verification that the land associated with Fields 11 and 12 in this SWSP have been removed from irrigation during the term of this SWSP. Verification of dry-up must be in the form of an affidavit signed by an individual with personal knowledge of the dry-up for the entire irrigation season for each parcel of land associated with the change of water right in this SWSP. **By October 31, 2023,** the Applicant

shall provide an affidavit to the Water Commissioner and Division Engineer that confirms dry-up during the **2023** irrigation season.

10. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP. Well pumping must be metered and the meters must be certified according to the Rules Governing the Measurement of Groundwater Diversions in the Rio Grande Basin as promulgated in Case No. 05CW12 and any amendments thereto.

11. In order to prevent injury to other water rights, the Division Engineer and Water Commissioner must be able to ensure the delivery of the Heads Mills Irrigation Ditch water to non-participating users on the ditches. In the event that delivery past dry-up points is not being achieved, for which a carriage or use agreement with a third party is required, the applicant shall be responsible for securing such agreement. If such a situation arises, until the Applicant provides a copy of the carriage or use agreement to the Division Engineer and Water Commissioner, no credit will be allowed for replacement of depletions to the Rio Grande.

12. Any delivery by exchange of Subdistrict CU must meet all statutory requirements, DWR policies, conditions and MOUs as set forth for exchanges.

13. Prior to the operation of any exchange, the Applicant is required to notify the water commissioner and obtain the Water Commissioner's approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the Water Commissioner. The Applicant is required to obtain the Water Commissioner's approval on a daily basis or other interval as required by the Water Commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange from and exchange to points and at times sufficient exchange potential exists to operate the exchange without injury to other water users.

14. The Applicant shall provide accounting of water attributed to recharge and pumped from the wells on a **monthly** basis. The accounting must be submitted to the Division Engineer via email. Please contact Michelle Lanzoni at michelle.lanzoni@state.co.us for all accounting with the subject line "Subdistrict 3-Alpha Hay Fields 11 & 12 SWSP". Accounting must be submitted within 7 days after the end of the month for which the accounting applies and included in all monthly accounting for SD3 ARP. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. An initial reading of the well meters must be provided with the accounting. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. **Frequent, if not daily, contact with the Water Commissioner is required to ensure daily administration and to prevent injury to other parties.**

15. The name, address, and phone number of the contact person who will be responsible for the operation and accounting of this SWSP must be provided with the accounting forms to the Division Engineer and Water Commissioner.

16. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire

without renewal or be revoked prior to adjudication of a permanent plan for augmentation (or change of water right), all use of water under this SWSP must cease immediately.

17. The decision of the State Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any pending water court case or any other legal action that may be initiated concerning the SWSP. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other SWSPs or in any proposed renewal of this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to § 37-92-308(5), C.R.S., shall be to the Division 3 water judge within thirty days of the date of this decision.

Should you have any questions, please contact Melissa van der Poel of this office or David Hoffman, Assistant Subdistrict Coordinator, in our Division 3 office in Alamosa at (719) 589-6683.

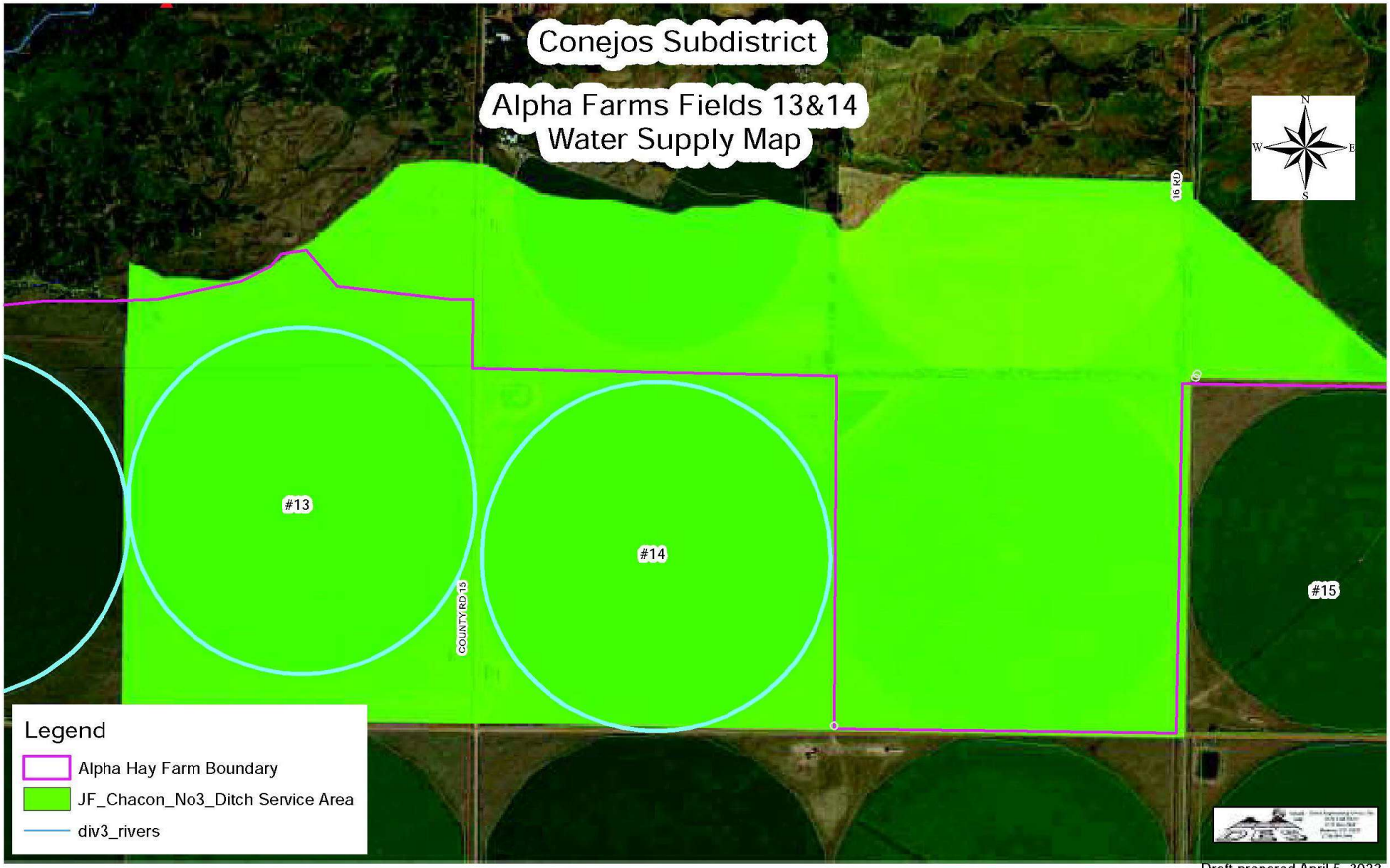
Sincerely,

Jeff Deatherage, P.E.
Chief of Water Supply

Attachments: Exhibit A (p.19), Water Supply map (p. 38),

ec: Craig Cotten, Division 3 Engineer
Division 3 SWSP Review Team

Exhibit A
Fields 11 & 12
N
W
E
S
US HWY 285
CONEJAS RD
#11
#12
14 RD
Legend
Approximate Subd#3 Boundary
SINCE 1948
Davis Engineering Service, Inc.
1314 11th Street
P.O. Box 1849
Alamosa, CO 81101
(719)589-3404
Draft prepared April 18, 2022



Draft prepared April 5, 2022

COLORADO
Division of Water Resources
Department of Natural Resources

April 24, 2024

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec Street, Suite 3400
Denver, CO 80207

Re: Alpha Hay Farms Fields 11 & 12 and Special Improvement District No. 3 (Subdistrict 3) of the Rio Grande Water Conservation District Substitute Water Supply Plan
Water Division 3
SWSP ID 9364

Approval Period: May 1, 2024 to April 30, 2025
Contact phone number for Mr. Peter J. Ampe: 303-296-8100; peterampe@hillandrobbins.com

Dear Mr. Ampe:

We have reviewed your letter dated March 8, 2024 in which you request approval of the substitute water supply plan ("SWSP") on behalf of the Special Improvement District No. 3 ("Subdistrict No. 3" or "Applicant") of the Rio Grande Water Conservation District ("RGWCD") pursuant to section 37-92-308(5), C.R.S. Notice was provided to all parties who have subscribed to the Division 3 SWSP Notification List on March 8, 2024. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10034647) has been received.

An application for approval of a change of water right as proposed under this SWSP has not been filed with the water court and the depletions associated with the proposed change of water right will not exceed five years, therefore this request has been submitted pursuant to section 37-92-308(5), C.R.S. In accordance with section 37-92-308(5), C.R.S., SWSPs may be approved for new water use plans involving out-of-priority diversions or a change of water right, if no application for approval of a plan for augmentation or a change of water right has been filed with the water court and the water use plan or change proposed and the depletions associated with such water use plan or change will be for a limited duration not to exceed five years. **This is the second year of approval for this SWSP.**

SUBDISTRICT OPERATION

Case No. 15CW3024 established the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 by order of the court. The Rules described the formation of Subdistricts in the area defined by the Rio Grande Decision Support System Groundwater Model in District Court, Water Division No. 3. Members of Subdistricts are landowners within the RGWCD who rely on groundwater for all or part of their commercial, municipal, industrial and/or irrigated agricultural practices. The principal goals of Subdistricts are to protect senior surface water rights, to support a sustainable water supply in the confined or unconfined aquifer underlying the Subdistricts' boundaries and to

avoid unreasonable interference with the state's ability to fulfill its obligations under the Rio Grande Compact.

This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No. 3 (2016CV30021) to meet the requirements of the Subdistrict's Plan of Water Management ("Plan") as approved by the State Engineer. The overall objective of each Subdistrict Plan is to provide a water management alternative to individual plans for augmentation or state-imposed regulations that limit the use of wells within the Subdistrict; that is a system of self-regulation using economic-based incentives that promote responsible groundwater use and management and ensures protection of senior surface water rights. As part of each Plan, Subdistricts must submit an Annual Replacement Plan ("ARP") for the State Engineer's review and approval, showing the portfolio of water rights and other actions the Subdistricts will take to replace injurious depletions to senior water rights caused by groundwater withdrawal by Subdistrict Wells during the plan year. This SWSP is intended to provide a part of the water supplies to be used in Subdistrict No. 3's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts only after prior approval by the Division Engineer.

SWSP OPERATION

A portion of Alpha Hay Farms property located in Conejos County has been proposed for dry-up to enable Subdistrict No. 3 to use the historical consumptive use ("HCU") water in their Annual Replacement Plan ("ARP"). The proposed area consists of 221 acres that were irrigated historically with a combination of surface water and groundwater. The water rights used for irrigation of the property were Well No. 1 (Case No. W-0490, Permit no. 10550-F, WDID 2205123), 2.35 cfs of the Heads Mill Ditch Priority No. 2, and 16.08 cfs of the J.F. Chacon No. 2 transferred into the Heads Mill Ditch Priority Nos. 44, 49, 97 and 142. All priorities are diverted at the Heads Mill Ditch point of diversion.

The fields to be dried up are Fields 11 & 12, located in portions of the NE1/4 of Section 20, and the NW1/4 of Section 21, both in Township 33N, Range 9E of the N.M.P.M. Historical diversions at the Heads Mill Ditch headgate are approximately 10,376 acre-feet per year (from Table 2 below: Heads Mill Ditch plus J.F. Chacon No. 2 transferred rights 1970 through 2020). There are 19 years of recorded data.

Table 2 – Annual Average Surface Water Diversions

Ditch Name	Annual Average Diversions (Acre-Feet)
Heads Mill Irrigation Ditch	9,848
J.F. Chacon No.2	528
J.F. Chacon No.3	1,177

The HCU attributed to surface water irrigation was calculated to average 433.91 acre-feet per year over the study period of 1978 through 2020, although the majority of these data were interpolated. Groundwater from Well No. 1 was piped directly to Field 12, and was assumed to be used as a

supplemental source to supply any remaining irrigation water requirements after the application of surface water. The HCU from the groundwater supplies for Field 12 was calculated to be 89 acre-feet over the study period. **The total of 522.91 acre-feet of HCU for 221 irrigated acres resulted in 2.37 acre-feet of HCU per acre**.

Fields 11 & 12 will not be irrigated during the 2024 irrigation season. The Applicant must inspect the subject parcels for growth due to subirrigation or seepage on a monthly basis and notify the Division Engineer at the end of each month if any unauthorized growth is noted. The Division Engineer will determine if any required adjustments to the HCU credits are necessary, or if other actions are required.

The average annual diversion of surface water to irrigation over the study period was 816.84 acre-feet, with a ditch loss of 36% (294.06 acre-feet) and surface and deep percolation return flows averaging 10.88% (88.87 acre-feet). The monthly volumetric CU limits are as follows:

Monthly CU Limits on Surface Water (acre-feet)

Month	April	May	June	July	August	September	October	**Total**
CU	13.29	85.81	113.22	102.5	70.85	35.14	13.10	**433.91**

When monthly consumptive use limits shown in the table above are reached, future monthly consumptive use water from the same irrigation season may be stored via the decree entered in case no. 90CW0048 by exchange into Platoro Reservoir. This is consistent with historical farm operations, where if the surface water rights were still in priority but the fields did not need irrigation water applied, the water was diverted and exchanged to Platoro Reservoir for storage and released later the same irrigation season when water was needed. All conditions of said decree must be met and operated in accordance with the Division Engineer's directives. The decree entered in case no. 90CW0048 allowed a change of the Heads Mill Ditch Priority No. 2 and J.F. Chacon No. 2 water rights from direct diversion to include storage in Platoro Reservoir for subsequent release and application within the same irrigation season. Consumptive Use Credits from this SWSP may remain in storage past the end of the irrigation season when in compliance with this SWSP, the decree entered in case no. 90CW0048 (except as modified by this SWSP to allow CU credits to remain in storage), and the Rio Grande Compact. All ditch loss and return flow obligations stored under this SWSP must be either released to the subject ditches during the monthly time steps, or released to the stream directly after the end of the irrigation season and before December 1, 2024.

REPLACEMENTS

Replacement for ditch loss component of the surface water rights will involve diverting the ditch loss portion of the daily allocation at the Heads Mill Ditch headgate. That portion will be left in the ditch based on the daily river call and by diverting 36% of legally available priorities owned by the Applicant that are the subject of this SWSP.

The fields have a supply pond that was previously used to feed the center pivot sprinklers. This pond may be used to recharge the on-farm return flows for Fields 11 & 12 and allow the water to return to the Conejos River system. Typical administration would involve diverting the return flow component of the surface water rights from the ditch headgate to the recharge pond located on the dry-up lands. It is also necessary to deliver the groundwater CU credits from the dry-up lands to the Conejos River to replace daily depletions, or for exchange to storage. The groundwater CU could be pumped into the ditch system and exchanged to the ditch headgate to accomplish this, but the water diverted to replace the surface water return flow obligations would then be moving down the ditch at the same time groundwater CU would be moving up the ditch.

In order to simplify ditch deliveries and prevent injury to other ditch users, the surface water return flow obligation will instead be replaced using groundwater CU credits pumped from Well No. 1 and delivered to the on-farm recharge pond. The return flow component of the surface water rights may be used by the Applicant for the changed purposes when the return flows are replaced using groundwater CU credits as described. However, if Well No. 1 cannot operate accordingly, water to replace the surface water return flow obligations must be delivered through the ditch system to the recharge pond.

Only groundwater CU credits from Well No. 1 that are physically pumped from the confined aquifer can be credited towards the SWSP totals. Return flow obligations from the pumping of Well No. 1 must also be accounted for. The engineering analysis shows that an average of 21.56 acre-feet of return flows and 89 acre-feet of CU are attributed to Well No. 1. For each acre-foot of groundwater that is pumped from Well No. 1, 19.5% must be delivered to the recharge pit for replacement of the groundwater return flow obligation. Pumping Well No. 1 will create groundwater depletions which must be replaced through Subdistrict No. 3's ARP.

The volume of water credited as recharged into the aquifer must be reduced by the volume of water lost to evaporation and the volume of water lost to consumption by vegetation located within the recharge structure, if such vegetation exists.

MEASUREMENT & ACCOUNTING

Daily accounting will be required to ensure that the daily allocation as presented in Table 9 below is not exceeded.

Table 9 – Daily Allocation of Surface Water Supply for F11 & F12

	April	May	June	July	August	September	October
On-Farm Return Flows (cfs)	0.05	0.29	0.39	0.34	0.24	0.12	0.04
Ditch Loss (cfs)	0.15	0.95	1.29	1.13	0.78	0.40	0.14
Consumptive Use (cfs)	0.22	1.40	1.90	1.67	1.19	0.59	0.21

Evaporation calculations due to recharge operations were not calculated in this SWSP request but should be included with the accounting.

CONDITIONS OF APPROVAL

Pursuant to section 37-92-308(5)(a)(IV)(A), C.R.S., the State Engineer has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compacts.

This SWSP is hereby approved pursuant to section 37-92-308(5), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of May 1, 2024 through April 30, 2025, unless otherwise revoked or superseded by decree. Additional SWSPs are required until a court decreed plan for augmentation is obtained for the proposed uses. Should an additional SWSP be requested, the provisions of section 37-92-308(5)(b), C.R.S., shall apply. The statutory fee of $300 will be required pursuant to section 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **February 1, 2025.**

2. In accordance with section 37-92-308(5), C.R.S., this SWSP cannot be renewed or approved for more than five years and the depletions associated with the proposed water uses must not exceed five years. **This is the <u>second</u> year of approval of this SWSP.**

3. Approval of this SWSP is for the purposes stated herein. Additional diversion structures and/or additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for those additional structures/uses. The replacement water, which is the subject of this SWSP, cannot be sold or leased to any other entity during the term of this SWSP without prior approval of the Division Engineer.

4. The dryup period of this SWSP is the 2024 irrigation season. The Division Engineer has the authority to adjust the irrigation season dates based on local conditions as allowed by State Engineer's Policy 2010-1. The 2024 irrigation season began April 1 and is projected to end November 1, 2024.

5. The only use of Well No. 1 under this SWSP would be to pump groundwater CU and groundwater return flow obligations into the onsite recharge pond for the replacement of groundwater and surface water return flow obligations to the Conejos River. Diversions from Well No. 1 are limited to a maximum of 110.56 acre-feet (89 acre-feet of which is CU, and 21.56 acre-feet of which is return flow obligation). The surface water return flow obligations would be reduced and an equivalent amount up to the 89 acre-feet of groundwater CU credit pumped at the well. The reduction in diversion at the ditch headgate must be equal to the pumping rate at the well during any 24-hour period. No additional uses of the water are allowed unless an additional SWSP is approved. All pumping and headgate totals must be verified with the water commissioner on a daily basis.

6. This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No. 3 (2016CV30021) to meet the requirements of the Subdistrict's Plan of Water Management as approved by the State Engineer. This SWSP application is intended to

provide a part of the water supplies to be used in Subdistrict No. 3's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts only after prior approval by the Division Engineer.

7. For the purposes of this SWSP, the Applicant's methodology, claimed historical consumptive use, and StateCU parameters are being accepted. However, as Division 3 staff continue to assess the uses and operations, these values may be subject to modification.

8. The Applicant shall perform an inspection and provide verification that the land associated with Fields 11 & 12 in this SWSP have been removed from irrigation during the term of this SWSP. Verification of dry-up must be in the form of an affidavit signed by an individual with personal knowledge of the dry-up for the entire irrigation season for each parcel of land associated with the change of water right in this SWSP. **By October 31, 2024,** the Applicant shall provide an affidavit to the Water Commissioner and Division Engineer that confirms dry-up during the **2024** irrigation season.

9. The Applicant must follow the conditions of water court decree 90CW0048 and the Rio Grande Compact concerning direct flow storage in Platoro Reservoir, except as modified by this SWSP. The Division Engineer's approval for storing water must be obtained and all timing and other requirements set by the Division Engineer must be followed. All non-consumptive use water (ditch loss and return flow) stored in Platoro Reservoir during the irrigation season, must be delivered to the prospective ditches per the timing set forth in this SWSP or released back to the river system shortly after the irrigation season ends and before December 31st.

10. If during the operation of this SWSP, the 30 cfs of priority # 2 alternate point water usually carried in the Manassa Ditch #3, is required to be delivered in the Heads Mill Ditch, notification to the Water Commissioners and the Division Engineer is required prior to the change of point of diversion. Any adjustment to the ditch loss and return flow calculations must be accounted for to ensure no injury takes place to other water users.

11. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP. Well pumping must be metered and the meters must be certified according to the Rules Governing the Measurement of Groundwater Diversions in the Rio Grande Basin as promulgated in Case No. 05CW12 and any amendments thereto.

12. In order to prevent injury to other water rights, the Division Engineer and Water Commissioner must be able to ensure the delivery of the Heads Mills Irrigation Ditch water to non-participating users on the ditches. In the event that delivery past dry-up points is not being achieved, for which a carriage or use agreement with a third party is required, the applicant shall be responsible for securing such agreement. If such a situation arises, until the Applicant provides a copy of the carriage or use agreement to the Division Engineer and Water Commissioner, no credit will be allowed for replacement of depletions to the Rio Grande.

13. Any delivery by exchange of Subdistrict CU must meet all statutory requirements, DWR policies, conditions and MOUs as set forth for exchanges.

14. Prior to the operation of any exchange, the Applicant is required to notify the water

commissioner and obtain the Water Commissioner's approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the Water Commissioner. The Applicant is required to obtain the Water Commissioner's approval on a daily basis or other interval as required by the Water Commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange from and exchange to points and at times sufficient exchange potential exists to operate the exchange without injury to other water users.

15. All diversions shall be measured in a manner acceptable to the Division Engineer. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP.

16. Ditch loss obligations will be calculated and delivered at the appropriate headgate on a daily basis when required. Return flow obligations from the augmentation well will be delivered into the onsite recharge pond and measured on a daily basis as required.

17. The Applicant shall provide accounting of water attributed to recharge and pumped from the well on a **monthly** basis. The accounting must be submitted to the Division Engineer via email. Please contact Michelle Lanzoni at michelle.lanzoni@state.co.us for all accounting with the subject line "Subdistrict 3-Alpha Hay Fields 11 & 12 SWSP". Accounting must be submitted within 7 days after the end of the month for which the accounting applies and included in all monthly accounting for the Subdistrict No. 3 ARP. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. An initial reading of the well meters must be provided with the accounting. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. **Frequent, if not daily, contact with the Water Commissioner is required to ensure daily administration and to prevent injury to other parties.**

18. The name, address, and phone number of the contact person who will be responsible for the operation and accounting of this SWSP must be provided with the accounting forms to the Division Engineer and Water Commissioner.

19. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation (or change of water right), all use of water under this SWSP must cease immediately.

20. The decision of the State Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any pending water court case or any other legal action that may be initiated concerning the SWSP. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other SWSPs or in any proposed renewal of this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to section 37-92-308(5), C.R.S., shall be to the Division 3 water judge within thirty days of the date of this decision.

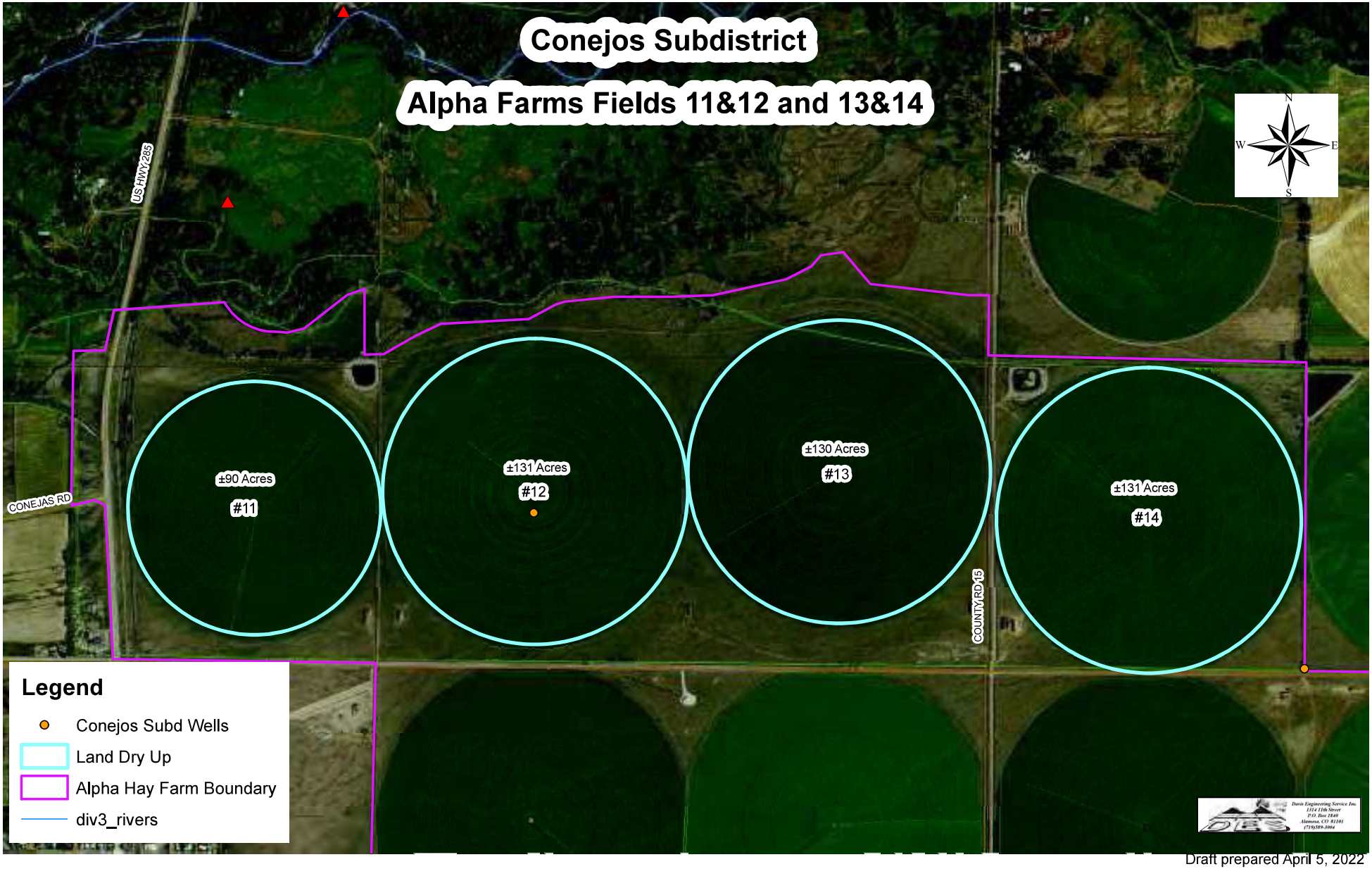
Should you have any questions, please contact Melissa van der Poel of this office or David Hofmann, Assistant Subdistrict Coordinator, in our Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

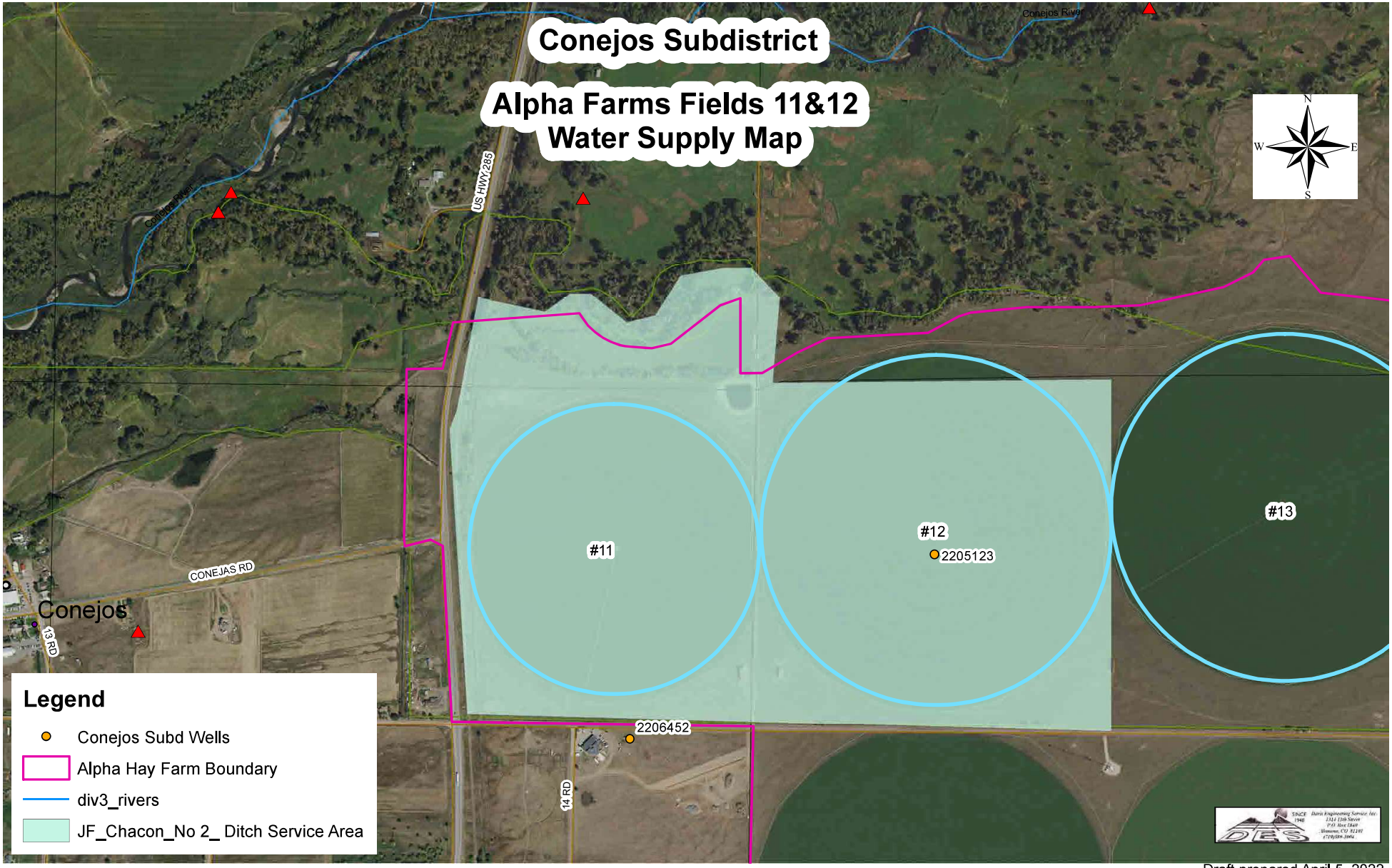
Sarah Brucker, P.E.
Assistant State Engineer

Attachments: Exhibit A (p.19), Water Supply map (p. 38),

ec: Craig Cotten, Division 3 Engineer
Division 3 SWSP Review Team
Tom Stewart, Lead Water Commissioner, Districts 22 and 24
Aaron Holman, and Travis Robinson, Deputy Water Commissioners, District 22



Draft prepared April 5, 2022



Draft prepared April 5, 2022

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March 8, 2024

via DWR Portal

Tracy Kosloff, P.E.
Acting State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Renewal of Substitute Water Supply Plan 2024/2025 water year for the purpose of temporarily approving the use of a water right for Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise pursuant to section 37-92-308(5), C.R.S., Water Division No. 3; SWSP ID 9364**

Dear Ms. Kosloff,

Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through their respective Water Activity Enterprise ("Subdistrict") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2024 to April 30, 2025. The $300.00 filing fee will be paid through the DWR Portal. A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This will be the second year of operation under SWSP ID 9364.

This SWSP does not represent all sources of water the Subdistrict will use to remedy injurious depletions and does not limit the other actions being taken by the Subdistrict in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistrict to assure the 2024/2025 Annual Replacement Plan conforms with the requirements of its Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's respective Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Subject Water Rights.

a. Well No. 01, Case No. W-0490, Permit No. 10550-F, 5.57 cfs, 360 acre-feet per year, for the irrigation of up to 160 acres.

b. 2.27 cfs of the decreed amount to the Heads Mill Ditch, Priority No. 2 on the Conejos River, Appropriation Date of June 1, 1855, pursuant to the decree entered on October 22, 1883, for Water District No. 22, historically diverted at the Heads Mill Ditch point of diversion.

c. J.F. Chacon No. 2:

i. 7.54 cfs of Priority No. 44, Appropriation Date of October 15, 1877, pursuant to the decree entered on October 22, 1883, for Water District No. 22; and,

ii. 4.54 cfs of Priority No. 49, Appropriation Date of October 15, 1879, pursuant to the decree entered on October 22, 1883, for Water District No. 22; and,

iii. 1.0 cfs of Priority No. 97Appropriation Date of May 1, 1884, pursuant to the decree entered on October 3, 1890, for Water District No. 22; and,

iv. 1.0 cfs of Priority No. 142, Appropriation Date of May 15, 1889, pursuant to the decree entered on October 3, 1890, for Water District No. 22.

All historically diverted at the Heads Mill Ditch point of diversion.

II. Project Description.

The Subdistrict will dry-up approximately 221 acres historically irrigated with a combination of surface water and groundwater, known as Field 11 and Field 12. The Subdistrict will use the historical consumptive use credits from this dry-up under an approved Annual Replacement Plan to supply water to remedy injurious depletions in time, location, or amount and/or lease said credits to another subdistrict for the same purpose.

III. Change of Water Right.

An Engineering Report from Davis Engineering is attached as Exhibit B. Note that the Engineering report addresses more water rights and acres than are included in this SWSP request. Only those lands and water rights identified herein are part of this SWSP request.

The Subject Water Rights have historically been used to irrigate Fields 11 and 12, comprised of approximately 221 irrigated acres, located in portions of the NE1/4 of Sec. 20, T.33N., R.09E., N.M.P.M and the N1/2 of Sec. 21, T.33N., R.9E, N.M.P.M. See Engineering Report, Table 1. Historical diversions are shown in Tables 2 and 3 of the Engineering Report. Historically irrigated acres and crop type are shown in Table 4 and Table 5 of the Engineering report. The average annual historical consumptive use for the Heads Mill Ditch and J.F. Chacon No. 2 is 433.91 acre-feet. The monthly HCU by year for Fields 11 and 12 is shown in Table 6 of the Engineering Report. In addition, the average annual historical consumptive use from groundwater withdrawals under Well No. 01 is 89 acre-feet. The monthly HCU from groundwater by year is shown in Table 8 of the Engineering Report.

Table 9 of the Engineering Report show the daily allocation of the surface water for Fields 11 and 12. The Table includes three portions of the surface water return flows, ditch loss, and consumptive use credit. Operation under this approved SWSP will involve diverting the return flow (10.88%) and the ditch loss (36%) portions of the daily allocation at the headgate and those portions will be left in the ditch, except that the return flow portions may be run in the farm laterals or otherwise recharged on-site to replicate the historical return flows. The return flow portion of the historical use may also be made up as described in section IV.B, below and that portion of the surface water will remain in the stream and credited towards remedy of injurious depletions. The fields have a supply pond that was previously used to feed the center pivot sprinklers. This pond may be used to recharge on the on-farm return flows for fields 11 and 12 and allow the water to return to the Conejos River. See Engineering Report Tables 9-10.

When the monthly consumptive use limits in Table 6 are reached, any additional priority water may be stored by exchange to Platoro Reservoir for delivery at a later date within the same year, with appropriate transit losses and diverted as with the earlier water deliveries. This will mimic the historical use of the water rights. See Engineering Report Tables 9 - 10.

The Subdistrict requests that the Subject Water Rights be changed pursuant to this SWSP request to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved Annual Replacement Plan, whether directly, by exchange, or by use of the Rio Grande Compact, and storage by exchange in Platoro, Conejos, Rio Grande, Santa Maria, Continental, and Beaver Reservoirs. No such storage may take place without a separate storage agreement with a reservoir owner.

It is the Subdistrict's understanding that water stored under this SWSP and carried into future years will not require subsequent SWSP requests.

Under the terms requested herein, there will be no injury to any other water rights.

IV. Operation of Plan.

A. Surface Water Portion of the Subject Water Rights.

The surface water portion of the Subject Water Rights is the 433.91 acre-feet of historical consumptive use from the Heads Mill Ditch and the J.F. Chacon No. 2. The Subdistrict will determine the quantity of water available daily by subtracting the total diversion to cover ditch losses and return flows from the amount of water in priority available to the Subdistrict plus any direct flow stored water released or less any direct flow storage stored. The total amount of water available in priority to the Subdistrict will be the pro rata share of the amount of water in priority to the ditch.

> Subdistrict's Priority cfs = (2.27 cfs/15 cfs *Headsmill cfs)+(7.54 cfs/7.54 cfs*JF Chacon Priority 44)+(4.45 cfs/4.54 cfs*JF Chacon2 cfs (Priority 49))+(1 cfs/2cfs*JF Chacon2 cfs (Priority 97))+(1 cfs/2 cfs*JF Chacon2 cfs (Priority 142))

The daily amount of water available as augmentation water for replacement of depletions will be calculated as:

> Augmentation cfs = Subdistrict's Priority cfs + Direct Flow Storage Released cfs – Ditch Loss cfs – Return Flows cfs – Direct Flow Storage Stored cfs

In accord with the Engineering Report, the Subdistrict will continue to divert an instantaneous quantity of

water sufficient to meet the ditch loss and return flow components of the surface water rights, except as stated in section IV.B, below. See percentages listed on Page 10 of the Engineering Report. Ditch loss will not be diverted in cases where the ditch is not in priority.

The remainder of the surface water portion of the Subject Water Rights, the historical consumptive use, will be put to beneficial use for the changed uses. When the monthly historical consumptive use limit in Table 6 is reached, water may be exchanged into storage in a reservoir for release later in the same year, with the same losses and obligations. The historical consumptive use may be left in the stream to directly replace injurious depletions under the Subdistrict's approved ARP, exchanged to a reservoir for future release for the same purpose, exchanged up the Conejos to the top of reach 1 to remedy injurious depletions, exchanged up the Rio Grande to remedy injurious depletions, or, with the agreement and consent of the Division Engineer, to pre-pay the Rio Grande Compact for future credit in the same calendar year.

B. Groundwater Portion of the Subject Water Rights.

The groundwater portion of the Subject Water Rights is the 89 acre-feet of historical consumptive use from Well No. 1. Historically, this groundwater portion of the Subject Water Rights was used to supplement the surface water supply when such supply was insufficient for the irrigation of field 12. Engineering Report, Table 8. The groundwater portion of the Subject Water Rights may be used by diverting groundwater directly into an existing on-site small reservoir or recharge pond to replace the return flow component of the surface water rights. As the recharge site is in the same general location of the historical irrigation use, it is assumed the flows returning to the stream will match the historical return flow pattern in time, location, and amount. If the Subdistrict operates under this alternative, the return flow component of the surface water portion of the Subject Water Rights will be left in the stream for the uses stated in section IV.A, above. The groundwater portion of the Subject Water Rights will not be used to directly replace or remedy injurious stream depletions.

When the groundwater portion of the Subject Water Rights is recharged and used to offset on-farm return flows the daily amount of water available as augmentation water for replacement of depletions will be calculated as:

Augmentation cfs = Subdistrict's Priority cfs + Direct Flow Storage Released cfs – Ditch Loss cfs – Direct Flow Storage Stored cfs

Consumptive use available in a month shall be prorated based on the amount of water recharged divided by amount of average return flows listed in Table "Monthly On-Farm Return Flows" included in Attachment 8 of the Engineering Report.

Any lease of historical consumptive use credits to another subdistrict will operate in the same manner.

The Subdistrict understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under this SWSP due to evaporation or other factors.

The Subdistrict hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Peter J. Ampe
Subdistrict No. 3
Peter J. Ampe, Esq.

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2024/2025 ARP year for the purpose of changing purpose of use of water rights for Special Improvement District No. 3 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (March 8, 2024) this 8th day of March 2024.

/s Peter J. Ampe
Peter J. Ampe

EXHIBIT B

SINCE 1948 DAVIS ENGINEERING SERVICE, INC.

Conejos Subdistrict

Historical Consumptive Use Analysis for a portion of Alpha Farms Property

Prepared April 19, 2022
Revised January 31, 2023
Revised March 6, 2024
by

Davis Engineering Service, Inc.
P.O. Box 1840, 1314 11th Street
Alamosa, Colorado 81101
Phone No. (719) 589-3004

Clinton M. Phillips
Professional Engineer
Colorado Certificate No. 51205

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Attachments

Attachment 1 – Map Showing Lands to be Dried Up
Attachment 2 – Water Supply Maps
Attachment 3 – Historical Diversion Records for Ditch
Attachment 4 – Yearly Irrigated Land Maps
Attachment 5 – State CU IWR
Attachment 6 – Detailed CU Calculation
Attachment 7 – Map of Recharge Areas
Attachment 8 – Return Flow Information

Introduction

This historical consumptive use (HCU) analysis report is prepared for a portion of Alpha Farms property located in Conejos County (Property). The study period used for the HCU analysis was a total of 42 years covering the time period of 1978 through 2020. The analysis was completed with the aid of StateCU program and aerial images. This analysis shows the historical consumptive use credit yield from the Property. With this information, an informed decision can be made to potentially dry up the land to aid in aquifer restoration and replacing injurious depletions to the river.

Lands to be Dried Up

The total area to be dried up is listed by field number in the table below.

Table 1 – Dry-up Areas

Field Number	Dry-up Area
11	90 Acres
12	131 Acres
13	130 Acres
14	131 Acres

The Field 11 is located in portions of the NE1/4 of Sec. 20, T. 33N., R.9E., N.M.P.M. Fields 12 & 13 are located in the N1/2 of Sec. 21, T.33N., R.9E, N.M.P.M. Field 14 is located in the NW1/4 of Sec. 22, T.33N., R.9E, N.M.P.M. A map of the required dry-up area within the Property is included as Attachment 1.

Water Supply

The water supply for the four fields is listed below:

Fields 11 & 12

- Well WDID No. 2205123 piped directly to Field 12
  - J.F Chacon No. 2 WDID No. 2200561
  - Priority No. 44 - 7.54 CFS (own 100%)
  - Priority No. 49 - 4.54 CFS (own 100%)
  - Priority No. 97 - 1 CFS (own 50%)
  - Priority No. 142 - 1 CFS (own 50%)
  - All of the above priorities are diverted in the Heads Mill & Irrigation Ditch

Fields 13 & 14

- J.F. Chacon No. 3 WDID No. 2200562
  - Priority No. 38 - 18.31 CFS (own 6.155 CFS or 33.6%)

The Heads Mill Irrigation Ditch can be used on all four fields (11, 12, 13, &14). Information for the Heads Mills & Irrigation Ditch is included below:

- Heads Mill Irrigation Ditch WDID No. 2200554
  - Priority No. 2 - 45 CFS
    - 30 CFS is taken at the Manassa No. 3 Ditch during certain river priorities and not part of the HCU analysis
    - Of the 15 CFS left Alpha owns 5.25 CFS or 35%

The water supply and ditch service areas maps are included in Attachment 2.

Surface Water Diversions

The historical diversion records (1970 to 2020) for the Heads Mill & Irrigation Ditch, J.F. Chacon No. 2, and J.F. Chacon No. 3 are included in Attachment 3. The annual average diversions for all three surface water sources are shown in Table 2, below.

Table 2 – Annual Average Surface Water Diversions

Ditch Name	Annual Average Diversions (Acre-Feet)
Heads Mill Irrigation Ditch	9,848
J.F. Chacon No.2	528
J.F. Chacon No.3	1,177

Groundwater Withdrawals

The historical groundwater withdrawals from 2009 to 2020 for the well (WDID 2205123) on Field 12 are shown in Table 3, below. The date of first beneficial use for this well is 5/14/1969.

Table 3 – Annual Groundwater Withdrawals

Well WDID 2205123	
Year	Pumping (acre-feet)
2009	0.00
2010	110.10
2011	94.00
2012	420.00
2013	181.14
2014	74.30
2015	35.33
2016	15.43
2017	0.32

2018	168.16
2019	0.00
2020	227.90
Avg.	**110.56**

Cropping & Irrigated Areas

To find the different crop types and irrigated acres on the property, RGDSS and Google Earth data was used within the time period of 1978 through 2020. The crops grown are shown in maps included as Attachment 4. Table 4, below, summaries the cropping and irrigated acreage used in this analysis.

Table 4 – Cropping & Irrigated Acres Summary

	F11		F12		F13		F14	
Year	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type
1978	116	Alfalfa	138	Small Grain	134	Alfalfa	127	Alfalfa
1985	112	Small Grain	135	Alfalfa	138	Small Grain	63	Alfalfa
1987	108	Alfalfa	134	Alfalfa	132	Small Grain	133	Alfalfa
1988	109	Alfalfa	134	Alfalfa	138	Alfalfa	136	Alfalfa
1998	97	Alfalfa	169	Alfalfa	176	Alfalfa	138	Alfalfa
2002	95	Small Grain	166	Alfalfa	173	Alfalfa	136	Alfalfa
2005	97	Alfalfa	169	Alfalfa	176	Alfalfa	138	Alfalfa
2009	49	New Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2010	97	Alfalfa	143	Small Grain	137	Small Grain	134	Alfalfa
2011	97	Alfalfa	143	New Alfalfa	137	New Alfalfa	134	Alfalfa
2012	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Small Grain
2013	0	Fallow	132	Alfalfa	130	Alfalfa	132	New Alfalfa
2014	97	New Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2015	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2016	89	Alfalfa	130	Alfalfa	125	Alfalfa	127	Alfalfa
2017	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2018	97	Alfalfa	144	Alfalfa	137	Alfalfa	134	Alfalfa
2019	97	Alfalfa	144	Alfalfa	137	Alfalfa	0	Fallow
2020	97	Alfalfa	144	Alfalfa	137	Small Grain	134	Small Grain
Avg	**92**		**144**		**142**		**123**	

If cropping data or aerial photos were not available for a year, then interpolation between two known years was used to estimate cropping and acreage. Table 5, below, summarizes the years where interpolated data was used to estimate cropping and irrigated acreage.

Table 5 – Summary of Interpolated Data used for Cropping & Irrigated Acreage

F11 & F12					F13 & F14				
	New Alfalfa	Alfalfa	Small Grain	Total Acres		New Alfalfa	Alfalfa	Small Grain	Total Acres
1979	0.00%	47.08%	52.92%	252.94	1979	0.00%	90.18%	9.82%	252.54
1980	0.00%	48.34%	51.66%	251.86	1980	0.00%	80.37%	19.63%	244.00
1981	0.00%	49.61%	50.39%	250.79	1981	0.00%	70.55%	29.45%	235.47
1982	0.00%	50.88%	49.12%	249.71	1982	0.00%	60.73%	39.27%	226.93
1983	0.00%	52.14%	47.86%	248.64	1983	0.00%	50.91%	49.09%	218.40
1984	0.00%	53.41%	46.59%	247.56	1984	0.00%	41.10%	58.90%	209.86
1986	0.00%	77.34%	22.66%	243.87	1986	0.00%	40.73%	59.27%	246.49
1989	0.00%	100.00%	0.00%	245.36	1989	0.00%	100.00%	0.00%	277.89
1990	0.00%	100.00%	0.00%	247.64	1990	0.00%	100.00%	0.00%	281.93
1991	0.00%	100.00%	0.00%	249.91	1991	0.00%	100.00%	0.00%	285.98
1992	0.00%	100.00%	0.00%	252.19	1992	0.00%	100.00%	0.00%	290.02
1993	0.00%	100.00%	0.00%	254.47	1993	0.00%	100.00%	0.00%	294.06
1994	0.00%	100.00%	0.00%	256.75	1994	0.00%	100.00%	0.00%	298.10
1995	0.00%	100.00%	0.00%	259.03	1995	0.00%	100.00%	0.00%	302.14
1996	0.00%	100.00%	0.00%	261.30	1996	0.00%	100.00%	0.00%	306.19
1997	0.00%	100.00%	0.00%	263.58	1997	0.00%	100.00%	0.00%	310.23
1999	0.00%	90.91%	9.10%	264.63	1999	0.00%	100.00%	0.00%	313.01
2000	0.00%	81.81%	18.19%	263.40	2000	0.00%	100.00%	0.00%	311.75
2001	0.00%	72.72%	27.29%	262.17	2001	0.00%	100.00%	0.00%	310.48
2003	0.00%	75.75%	24.25%	237.95	2003	0.00%	100.00%	0.00%	249.78
2004	0.00%	87.87%	12.13%	214.95	2004	0.00%	100.00%	0.00%	190.34
2006	6.35%	93.65%	0.00%	191.78	2006	0.00%	100.00%	0.00%	150.77
2007	12.71%	87.30%	0.00%	191.60	2007	0.00%	100.00%	0.00%	170.64
2008	19.06%	80.94%	0.00%	191.42	2008	0.00%	100.00%	0.00%	190.51

HCU Calculation

StateCU was used to develop an Irrigation Water Requirement (IWR) for each crop described in the Attachment 2. StateCU uses the modified Blaney-Criddle method to estimate historical consumptive use based on input data such as water supply, cropping, and climate data. The Climate Station used in this analysis was Manassa, CO USC00055322. If information was not available at the Manassa Climate Station then the Alamosa San Luis Valley Regional Airport, CO USW00023061 was used. The results of the StateCU IWR output can be found in Attachment 5. Small grains designation was used for the following crops: Oats or Oat Hay, Grain, and Barley.

The yearly crop consumptive use (CU) for each field was calculated by taking the monthly irrigation water requirement from StateCU and multiplying it by the total irrigated acres for that year once the ditch loss and irrigation efficiency was deducted. The estimated crop irrigation efficiency is 83% for sprinkler irrigation. The irrigated area has been sprinkler irrigated for the entire study period. During the transit from the river, ditch losses accrued to the shallow aquifer/river which is estimated at 36%. The HCU analysis was split into two groups. Fields 11 and 12 were analyzed together because they share common water right sources. Similarly, Fields 13 and 14 were analyzed together because they share common water right sources. Detailed consumptive use calculations are included as Attachment

6. Tables 6 and 7, below, summarize the calculated surface water consumptive use for the land in the study period.

Table 6 – Monthly Surface Water Consumptive Use Credit for F11 & F12

Monthly Crop CU for (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	11.02	38.47	136.74	0.00	0.00	0.00	0.00	186.22
1979	8.89	62.48	129.20	145.59	58.95	0.00	0.00	405.12
1980	4.46	51.47	158.59	157.57	116.61	41.19	0.00	529.89
1981	22.32	81.45	161.53	113.41	25.98	34.63	14.20	453.53
1982	6.99	47.03	121.93	141.96	93.43	21.49	11.01	443.85
1983	0.00	42.21	102.50	165.82	118.31	53.73	16.21	498.78
1984	0.00	94.78	130.72	138.14	86.32	40.31	3.86	494.13
1985	7.97	82.76	151.53	110.47	87.48	12.80	7.75	460.77
1986	8.02	76.14	139.27	107.13	83.87	37.41	7.86	459.70
1987	14.48	95.29	167.27	143.95	35.05	2.93	0.00	458.97
1988	18.23	90.95	155.57	123.57	121.54	43.66	0.00	553.52
1989	17.99	134.13	151.51	140.67	123.82	0.00	26.38	594.50
1990	15.27	85.44	182.22	116.60	114.53	0.00	28.48	542.54
1991	18.74	109.75	157.65	127.66	107.67	72.06	0.00	593.54
1992	16.67	123.78	146.48	116.43	72.08	77.97	37.83	591.25
1993	10.65	130.42	164.56	151.41	80.58	66.37	19.72	623.71
1994	22.68	103.56	190.64	132.65	124.10	59.91	0.00	633.53
1995	9.28	82.24	143.11	128.22	143.11	60.66	36.70	603.32
1996	27.87	173.11	108.49	133.70	115.09	23.14	20.69	602.09
1997	15.16	118.39	117.51	145.63	134.21	62.60	32.73	626.22
1998	16.30	136.13	172.96	125.75	132.74	79.67	8.26	671.81
1999	0.00	79.37	5.63	86.52	0.00	52.25	34.68	258.44
2000	8.58	10.68	158.62	109.02	5.82	0.00	16.12	308.83
2001	19.77	105.88	183.94	113.43	91.90	19.22	0.00	534.14
2002	15.19	0.00	0.00	0.00	0.00	0.00	0.00	15.19
2003	23.27	63.63	0.00	106.44	0.00	53.81	0.00	247.15
2004	0.00	100.11	99.59	108.98	48.58	45.04	16.37	418.66
2005	15.04	97.42	130.21	124.29	88.62	63.51	16.48	535.56
2006	17.36	97.13	133.13	80.39	79.83	44.11	7.35	459.30
2007	14.91	71.51	120.28	87.19	112.26	46.31	32.73	485.19
2008	13.94	68.69	115.94	93.64	87.42	60.14	25.36	465.12
2009	6.66	81.07	80.98	108.53	91.48	3.91	8.45	381.07
2010	8.77	75.08	165.09	128.84	101.01	34.58	0.00	513.38
2011	8.42	43.49	127.35	0.00	0.00	0.00	28.18	207.45
2012	15.99	114.92	0.00	0.00	0.00	51.84	38.57	221.32
2013	11.91	67.06	0.00	0.00	0.00	22.17	12.13	113.27
2014	13.08	66.21	36.46	116.98	49.67	0.00	0.00	282.40
2015	18.59	75.95	148.55	115.31	0.00	0.00	14.22	372.61
2016	7.13	83.38	71.60	115.49	83.01	62.90	0.00	423.51
2017	16.19	88.94	0.00	96.73	98.94	53.16	34.38	388.34
2018	23.38	132.31	0.00	0.00	0.00	0.00	0.00	155.69
2019	14.99	78.74	149.69	149.29	132.51	79.34	6.21	610.78
2020	25.38	128.31	51.36	0.00	0.00	28.10	0.40	233.55
Average	**13.29**	**85.81**	**113.22**	**102.50**	**70.85**	**35.14**	**13.10**	**433.91**

Table 7 – Monthly Surface Water Consumptive Use Credit for F13 & F14

Monthly Crop CU for (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	22.41	75.49	157.51	99.57	0.00	0.00	0.00	354.98
1979	16.05	96.76	143.06	141.64	107.00	0.00	0.00	504.50
1980	7.19	72.53	166.93	143.86	122.48	66.91	0.00	579.89
1981	23.09	84.73	152.57	110.10	58.84	46.24	18.97	494.53
1982	7.58	49.15	113.88	127.29	88.06	23.31	11.94	421.22
1983	0.00	36.37	89.49	146.25	103.71	46.38	13.90	436.11
1984	0.00	71.54	108.21	119.25	71.95	26.34	2.52	399.81
1985	3.73	56.76	121.06	90.82	57.68	5.98	3.62	339.66
1986	4.27	57.93	138.21	114.98	73.72	19.91	4.18	413.20
1987	7.96	68.34	170.64	156.06	99.18	37.26	0.00	539.44
1988	20.54	102.47	175.26	139.21	136.93	65.50	0.00	639.90
1989	20.38	151.91	171.60	159.32	145.20	69.51	29.87	747.80
1990	17.39	97.27	207.45	132.74	130.39	53.84	32.42	671.50
1991	21.45	125.59	180.41	146.09	123.21	82.46	18.07	697.27
1992	33.11	142.35	168.45	133.89	82.90	89.66	43.50	693.87
1993	22.54	150.71	190.16	174.97	93.12	76.70	22.79	730.98
1994	26.33	120.23	221.34	154.02	144.08	69.56	21.39	756.95
1995	10.83	95.93	166.93	149.56	166.93	70.75	42.80	703.73
1996	32.66	202.85	198.26	156.67	160.49	68.13	24.24	843.30
1997	17.84	139.34	188.21	171.40	157.96	73.68	38.52	786.95
1998	19.27	160.91	204.46	148.65	156.91	99.35	9.76	799.32
1999	0.00	101.99	196.67	174.24	25.22	81.90	45.13	625.16
2000	10.91	191.99	212.51	167.31	158.73	48.38	29.10	818.93
2001	29.24	148.51	223.29	171.28	143.34	111.26	37.76	864.67
2002	34.53	71.95	25.78	24.38	0.00	0.00	0.00	156.63
2003	24.77	143.62	151.95	164.44	137.38	58.07	36.88	717.11
2004	0.00	111.35	122.93	97.23	102.47	57.74	16.50	508.21
2005	10.25	66.43	88.79	81.49	60.43	43.31	11.24	361.94
2006	14.57	81.54	108.18	63.20	77.90	34.68	5.78	385.85
2007	15.22	72.95	114.61	77.64	99.97	41.24	29.15	450.77
2008	17.15	84.46	127.64	93.19	87.00	59.85	25.24	494.53
2009	12.67	154.27	145.45	154.04	129.84	69.22	11.99	677.47
2010	11.84	91.34	187.94	142.60	118.59	47.68	5.38	605.37
2011	11.61	59.97	152.09	171.74	158.57	70.57	31.49	656.04
2012	15.46	103.88	156.54	134.27	58.30	33.67	22.10	524.24
2013	11.71	65.90	165.95	56.72	71.91	43.92	24.03	440.13
2014	24.88	125.99	191.37	138.21	133.68	61.88	9.00	685.01
2015	21.04	85.96	182.32	135.49	80.61	32.27	37.78	575.46
2016	8.17	95.49	188.46	161.24	95.07	83.76	14.93	647.11
2017	18.32	100.66	197.70	109.48	138.43	60.17	38.91	663.67
2018	26.47	149.74	162.74	37.73	0.00	0.00	0.00	376.67
2019	8.59	45.13	85.79	85.56	75.94	45.47	8.02	354.48
2020	7.01	68.76	161.51	70.50	17.24	0.00	0.00	325.03
Average	**15.56**	**101.89**	**157.77**	**126.24**	**98.87**	**50.62**	**18.11**	**569.06**

F12 also includes a groundwater source as a part of the legal water supply for this land. So, it was assumed during the HCU analysis the surface water was used first to fill the available irrigation water requirement on F12. Then if irrigation water requirement was still available on F12, it was assumed the groundwater supply filled the remaining availability. Since meter readings for groundwater withdrawals are only collected annually, this analysis reports the groundwater HCU annually. Tables 8, below, summarizes the calculated groundwater consumptive use for F12 in the study period.

Table 8 – Annual Groundwater Consumptive Use Credit for F12

Year	Total Groundwater HCU (ac-ft)	Year	Total Groundwater HCU (ac-ft)
1978	292	1999	315
1979	85	2000	349
1980	12	2001	104
1981	18	2002	349
1982	0	2003	349
1983	0	2004	124
1984	8	2005	83
1985	0	2006	19
1986	0	2007	0
1987	177	2008	0
1988	55	2009	0
1989	82	2010	91
1990	56	2011	78
1991	26	2012	349
1992	12	2013	150
1993	9	2014	62
1994	19	2015	29
1995	0	2016	13
1996	117	2017	0
1997	42	2018	140
1998	36	2019	0
		2020	189
		Avg.	**89**

Historical Farm Operation

When the surface water rights described above were in priority the water was diverted to pump ponds on the farm and applied through sprinkler irrigation to the Fields 11 through 14. If the fields did not need water applied to the crop but the surface water rights were still in priority then the water was exchanged up to Platoro Reservoir and stored and then released later the same irrigation season when the water was needed. All the surface water rights described above have

the legal right to store while in priority and release the same water later in the irrigation season. As described above Field 12 had a groundwater source available in addition to the surface water rights. Typical operation for the well on Field 12 would have been to supplement irrigation water needs when the surface water rights were not available.

Return Flows

The following assumptions were made to calculate the return flow and ditch loss portion of the surface water supply:

- Ditch loss was assumed at 36% of total diversions.
- Returns flows were assumed at 10.88% of total diversions (17% of total Farm Headgate Deliveries).
- Remaining percentage for Consumptive Use Credit is 53.12%

Tables 9 and 10, below, show the daily allocation of the surface water for the property evaluated in this report. The tables include three portions of the surface water return flows, ditch loss, and consumptive use credit.

Table 9 – Daily Allocation of Surface Water Supply for F11 & F12

	April	May	June	July	August	September	October
On-Farm Return Flows (cfs)	0.05	0.29	0.39	0.34	0.24	0.12	0.04
Ditch Loss (cfs)	0.15	0.95	1.29	1.13	0.78	0.40	0.14
Consumptive Use (cfs)	0.22	1.40	1.90	1.67	1.19	0.59	0.21

Table 10 – Daily Allocation of Surface Water Supply for F13 & F14

	April	May	June	July	August	September	October
On-Farm Return Flows (cfs)	0.05	0.34	0.54	0.42	0.33	0.17	0.06
Ditch Loss (cfs)	0.18	1.12	1.80	1.39	1.09	0.58	0.20
Consumptive Use (cfs)	0.26	1.66	2.65	2.05	1.66	0.85	0.29

The centroid of the irrigated area for F11 & F12 is approximately 4,000 feet away from the Conejos River. The centroid of the irrigated area for F13 & F14 is approximately 6,000 feet away from the Conejos River. It is proposed that the return flow and the ditch loss portions of the daily allocation be left in the ditch, then the return flow portions be run in the farm laterals and recharged to replicate the historical return flows. Both groups of fields have supply ponds that used to feed the center pivot sprinklers. These ponds will be used to recharge the on-farm return flows for each group of fields and allow the water to return to the Conejos River. Attachment 7 includes a map which shows the recharge ponds which will be used.

Since F11 & F12 also include a groundwater supply (well), the surface water on-farm return flows could be made up by recharging HCU from the well into the supply pond. Then the portion of the surface water which would have been recharged on-farm for return flows would be left in the river

and credited to HCU from the surface supply. In this scenario the ditch loss portion of the surface water supply for F11 & F12 would still be run in the ditch so no injury occurs to downstream users and any injurious depletions from the groundwater withdrawals would be remedied by the Subdistrict under an approved ARP.

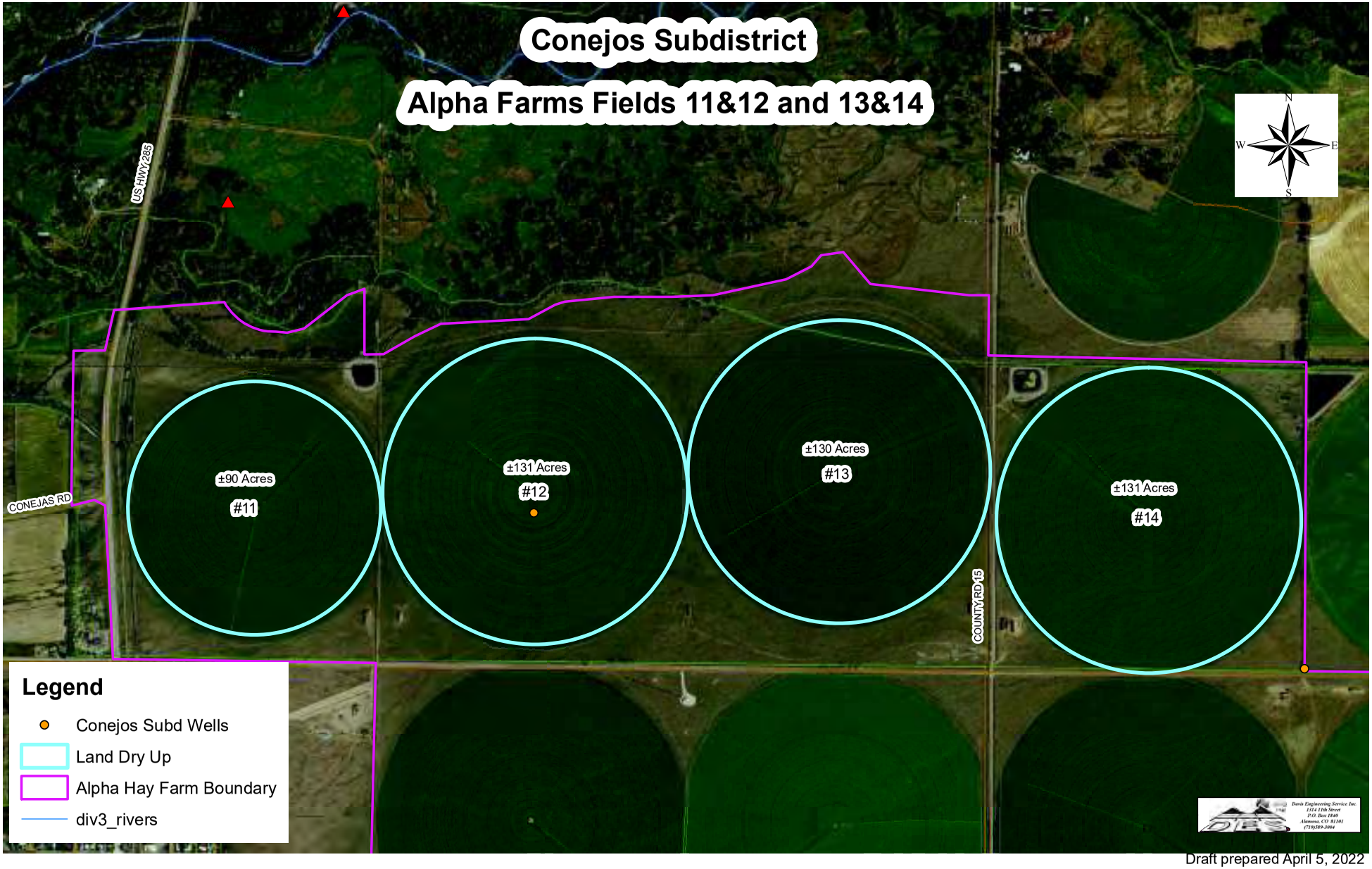
Detailed return flow information is included in Attachment 8 including monthly returns flows, monthly ditch loss, and total monthly farm headgate diversions. Under this operation there will be no injury to other water rights.

Conclusion

Surface Water consumptive use credits can be created for each group of fields, per the daily allocation tables (9 & 10), for the water right when it is in priority and able to divert water. The surface water consumptive use credits for each month will not exceed the average limits shown in Tables 6 & 7. The estimated annual average historical surface water consumptive use for F11 & F12 is ±434 ac-ft. In addition to surface water consumptive use credits for F11 & F12, F12 also generates groundwater consumptive use credits. The estimated annual average historical groundwater consumptive use for F12 is ±89 ac-ft. The estimated annual average historical surface water consumptive use for F13 & F14 is ±569 ac-ft.

Attachment 1

Map Showing Land to be Dried Up



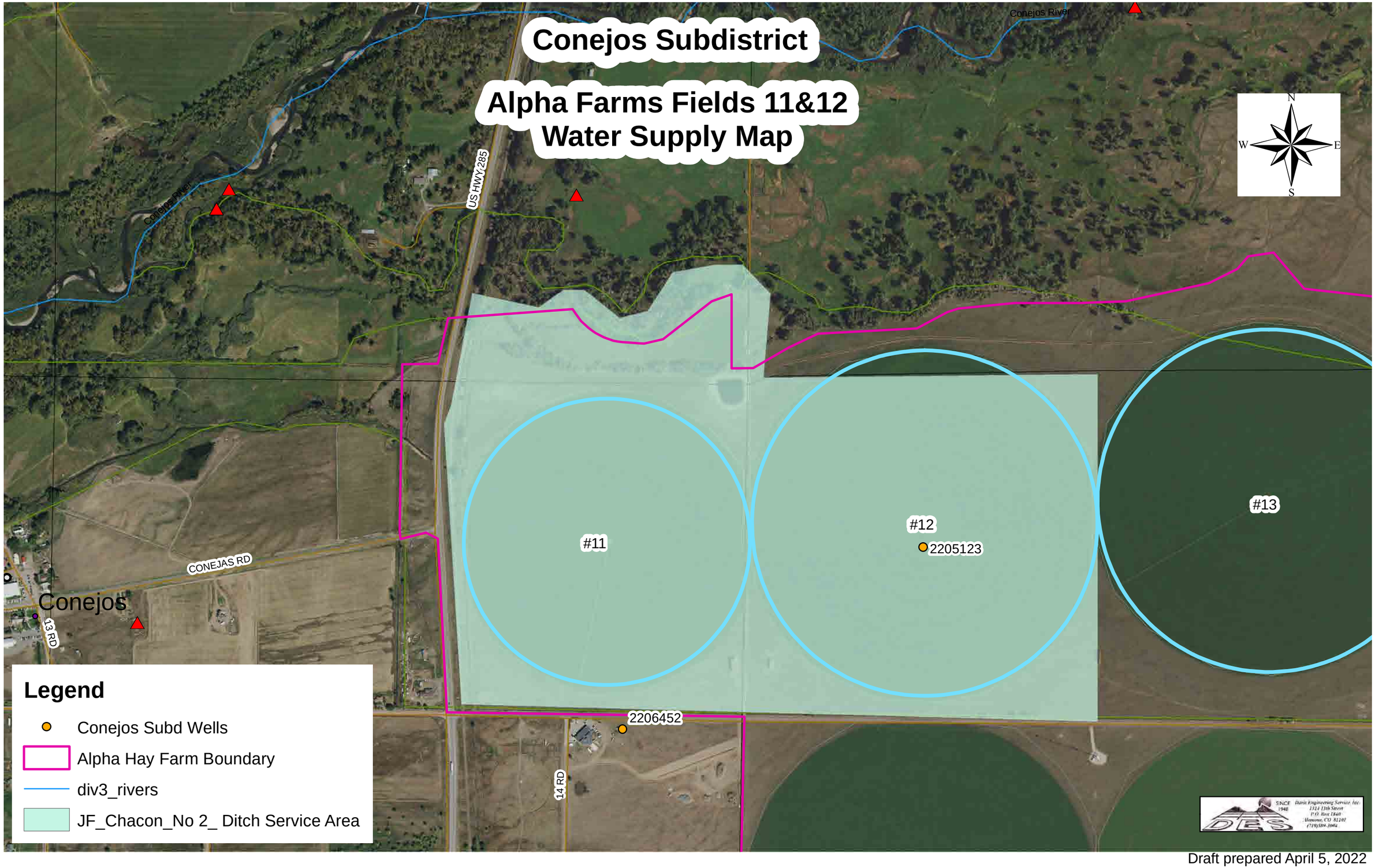
Draft prepared April 5, 2022

Attachment 2

Water Supply Maps

Conejos Subdistrict

Alpha Farms Fields 11&12
Water Supply Map



Draft prepared April 5, 2022

Conejos Subdistrict

Alpha Farms Fields 13&14
Water Supply Map

N
W
E
S

16 RD

#13

#14

#15

COUNTY RD 15

Legend

- Alpha Hay Farm Boundary
- JF_Chacon_No3_Ditch Service Area
- div3_rivers

SINCE 1948 Davis Engineering Service, Inc. 1314 13th Street P.O. Box 1840 Monte, CO 81101 (719)589-3004

Draft prepared April 5, 2022

Conejos Subdistrict
Alpha Farms Fields 11, 12, 13, &14
Water Supply Map

N
W
E
S

#11
#12
#13
#14
#6
#8

US HWY 285
14 RD
COUNTY RD 15

Legend

- Alpha Hay Farm Boundary
- div3_rivers
- Heads_Mill_&_Irr_Ditch Service Area

SINCE 1948 Davis Engineering Services, Inc.
1314 13th Street
P.O. Box 1840
Monte Vista, CO 81144
(719)852-3062

Draft prepared April 5, 2022

Attachment 3

Historical Diversion Records for Ditch

HEADS MILL & amp; IRG D DIVERSION (1 of 2)														
Irr Year	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	nual Amou	Units
2020						280.67	3599.97	1144.96	379.18	92.75	151.14	2.14	5650.8	AF
2019	0					725.96	2268.73	2237.39	1668.72	1925.98	820.45	76.54	9723.77	AF
2018	0					658.52	1969.62	875.32	202.91				3706.37	AF
2017						646.62	1599.69	1224.81	1374.57	1276.78	939.78	654.56	7716.81	AF
2016						563.31	2585.89	1398.76	1488.42	1045.9	788.84	80.33	7951.45	AF
2015						813.24	932.25	1779.6	1348.98	433.59	173.56	279.67	5760.88	AF
2014						716.36	2123.97	1225.41	1372.58	986.2	332.83	48.4	6805.75	AF
2013						1524.32	1485.44	892.58	305.06	386.78	815.22	922.33	6331.73	AF
2012						1524.32	1485.44	842	722.19	313.59	459.97	561.33	5908.85	AF
2011						637.7	1184.15	3005	901.1	843.38	442.72	779.12	7793.17	AF
2010						456.21	2568.63	2055.9	1658.01	1259.42	745.2	28.96	8772.33	AF
2009						218.19	2013.25	1217.87	1711.36	1910.71	393.33	324.9	7789.6	AF
2008						297.53	1785.15	1630.44	2075.73	1889.28	1276.78	486.55	9441.46	AF
2007						801.33	1057.21	1555.86	1761.35	2132.26	796.77	1354.73	9459.51	AF
2006					117.22	626.19	1324.78	1562.8	956.05	848.34	442.32	802.82	6680.53	AF
2005						571.25	1136.35	1578.27	1106.79	868.77	898.33	743.22	6902.98	AF
2004	89.26					702.16	1137.34	1196.84	2020.89	812.44	552.8	978.66	7490.39	AF
2003						589.1	1114.73	651.98	1019.16	673.36	617.86	198.35	4864.53	AF
2002	208.27				117.03	755.71	386.98	138.65	131.11				1737.74	AF
2001	277.69				27.77	940.18	2130.28	2104.49	1388.55	1660.29	701.76	203.11	9434.12	AF
2000	140.83					731.91	557.36	1265.57	985.4	885.08	260.24	243.18	5069.57	AF
1999	218.19				83.31	640.67	1188.12	753.73	1402.53	135.67	545.86	789.04	5757.11	AF
1998	95.21					1745.48	1933.91	2150.11	4070.44	2293.42	962.89	1087.35	14338.82	AF
1997	31.74	53.55				1295.23	2372.27	1644.32	2486.12	1614.97	1147.26	1110.56	11756.01	AF
1996	382.82					2215.57	1854.57	1649.88	1920.23	1482.27	490.92	379.05	10375.29	AF
1995	287.61					1223.82	2634.09	2429.79	2469.46	3136.71	1842.47	1410.27	15434.21	AF
1994	692.24					954.06	2394.08	2033.09	2763.81	2048.16	946.92	115.04	11947.41	AF
1993	646.62	0				178.52	2116.39	3056.57	3062.13	3555.03	976.08	593.07	14184.41	AF
1992						267.77	2112.43	2203.67	2580.53	3153.77	1282.33	879.68	12480.18	AF
1991						1442	2528.96	2449.62	3631.79	2773.85	1599.49	97.19	14522.91	AF
1990	0					1717.71	2465.49	2850.29	2860.21	2232.93	289.59	831.09	13247.3	AF
1989						1428.12	3177.57	3211.29	2401.03	1446.96	373.89	1293.24	13332.1	AF

HEADS MILL & amp; IRG D DIVERSION (2 of 2)														
1988					11.9	347.11	2584.5	2842.36	2885.99	2457.56	587.12		11716.53	AF
1987	341.16	265.79				192.4	1249.61	2697.56	2245.32	721.99	216.2		7930.03	AF
1986					287.61	1543.16	1578.87	1670.11	1053.24	2786.82	1465.81	646.62	11032.23	AF
1985	77.36					975.88	2715.41	2953.43	1830.77	1172.25	948.11	261.82	10935.04	AF
1984	148.76						2786.82	3034.76	2485.33	2150.11	620.84	714.06	11940.67	AF
1983						553.4	2608.3	3748.82	3173.6	2590.45	539.51	1777.22	14991.29	AF
1982	0					1640.35	3274.76	2951.45	2826.49	2596.4	684.31	420.5	14394.26	AF
1981						1188.12	2594.42	2943.51	2215.57	456.21	1634.4	533.56	11565.79	AF
1980						846.95	3167.65	3272.78	2957.4	3054.59	676.37		13975.74	AF
1979						1253.57	3227.15	2782.85	2796.74	892.58			10952.89	AF
1978		99.18			238.02	2630.12	2864.17	3034.76	535.55				9401.79	AF
1977	448.27					1844.66	2691.61	1531.26	138.85	1027.45	1251.59	374.88	9308.57	AF
1976						2013.25	3106.16	2880.04	2467.47	714.06	166.61	355.05	11702.65	AF
1975						848.94	2901.86	3064.51	2634.09	789.43			10238.83	AF
1974						985.8	3552.45	2693.59	2570.62	1241.67			11044.13	AF
1973						739.85	3328.31	2880.04	1757.38	2164			10869.58	AF
1972					799.35	2255.24	2766.98	2669.79	682.32	0	71.41	1757.38	11002.47	AF
1971					43.64	1743.5	2802.69	3326.33	2691.61	1563	291.57	952.08	13414.41	AF
1970						666.46	3488.98	2376.23	2582.52	2288.96	1759.36	301.49	13464	AF
Avg.	**215**	**105**	**0**	**0**	**192**	**1003**	**2206**	**2105**	**1858**	**1516**	**750**	**621**	**9848**	

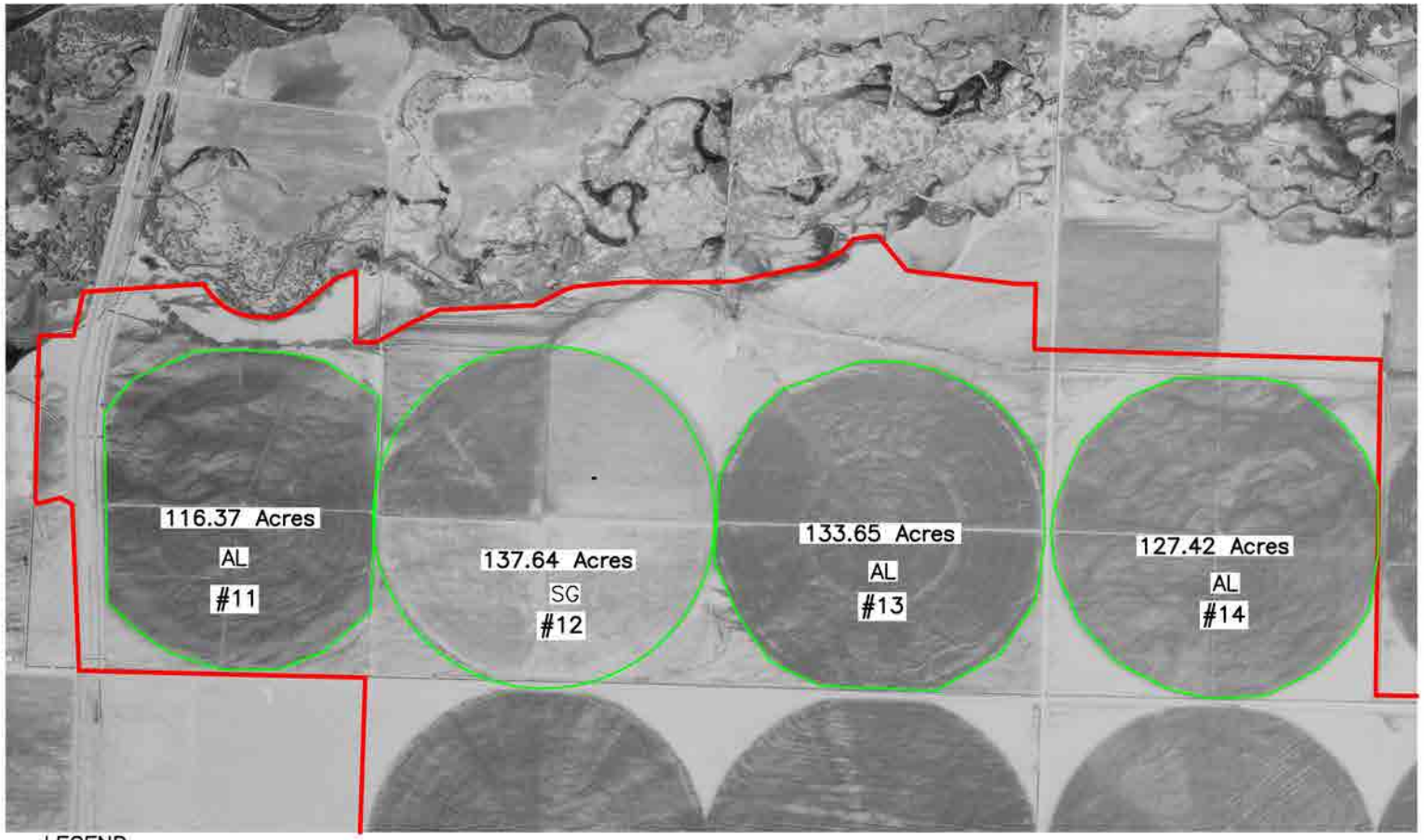
J F CHACON D NO 2 DIVERSION														
Irr Year	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Annual Amount**	**Units**
2003								33.12	153.23				186.35	AF
2001							130.91	129.92	49.98				310.81	AF
2000							186.45	255.71	175.3				617.46	AF
1999							73.39	117.03			61.49	319.34	571.25	AF
1997							63.47						63.47	AF
1996						3.97	71.41						75.37	AF
1995							43.64						43.64	AF
1994						41.65	31.74	156.7					230.09	AF
1993							243.97	499.84	144.8				888.61	AF
1992						0	152.73	0	79.34				232.07	AF
1991						11.9	345.13	242.98	258.35	0			858.36	AF
1990							196.37	285.62					481.99	AF
1989							444.3	196.37					640.67	AF
1988							255.87	382.82	0				638.69	AF
1987							87.27	259.84	7.93				355.05	AF
1986							71.41	313.39	317.36				702.16	AF
1985						89.26	384.8	741.83	267.77	71.41			1555.06	AF
1984							168.6	378.85	97.19				644.64	AF
1983							75.37	259.84	71.41				406.62	AF
1982							347.11	499.84	71.41				918.36	AF
1981							41.65	194.38					236.04	AF
1980							73.39	357.03					430.42	AF
1979							249.92	208.27					458.19	AF
1978							228.1	241.99					470.09	AF
1977							13.88						13.88	AF
1976							525.63	15.87					541.5	AF
1975							380.83	487.94	341.16				1209.94	AF
1974							690.26	234.05					924.31	AF
1973							87.27	368.93	188.43				644.64	AF
1972							285.62	234.05					519.68	AF
1971							47.6	349.1	111.08				507.78	AF
Avg.						**29**	**200**	**276**	**146**	**36**	**61**	**319**	**528**	**AF**

J F CHACON D NO 3 DIVERSION														
Irr Year	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Annual Amount**	**Units**
2020	0						1665.53	243.91					1909.44	AF
2019	0					529.59	1340.85	543.48	97.19				2511.11	AF
2018	0					108.95	1206.58						1315.54	AF
2017						119.01	809.47	551.41					1479.89	AF
2015								36.3	658.13				694.42	AF
2014						232.72	930.08	447					1609.81	AF
2013						0	243.57	0					243.57	AF
2012						252.9	487.94						740.84	AF
2011							72.6	657.93	181.49				912.01	AF
2010						35.7	1112.15	612.31					1760.16	AF
2009						49.59	1128.41	559.35	142.81				1880.16	AF
2008							545.46	647.81	512.54				1705.81	AF
2007							277.69	495.88	0				773.57	AF
2006							726.56	225.72	75.27	5.06	101.16	75.37	1209.14	AF
2005						19.84	657.73	618.06	19.84	102.75		112.46	1530.67	AF
2004							482.78	274.52		284.1	142.81	134.88	1319.09	AF
2003							440.34	247.94	49.09	111.57			848.94	AF
2001						77.36	1069.11	501.83					1648.29	AF
2000						23.8	747.78	186.45	25.29				983.32	AF
1999							483.97	825.14	353.06				1662.17	AF
1998							916.38	694.23	31.74				1642.34	AF
1997							571.25	190.42					761.66	AF
1996							136.86						136.86	AF
1995							148.76	154.71	190.42				493.89	AF
1994							164.63						164.63	AF
1993							85.29	119.01	11.9				216.2	AF
1992						13.88	166.61						180.5	AF
1974							839.02	495.88					1334.9	AF
1971							210.25	1065.14	152.73				1428.12	AF
1970							1112.74	918.36	190.42				2221.52	AF
Avg.						**122**	**648**	**453**	**168**	**126**	**122**	**108**	**1177**	**AF**

Attachment 4

Yearly Irrigated Land Maps

ALPHA FARMS
1978 IRRIGATION FIELDS
11,12, 13, &14



LEGEND

AL=ALFALFA

SG=SMALL GRAIN

= APPROXIMATE ALPHA FARMS PROPERTY BOUNDARY

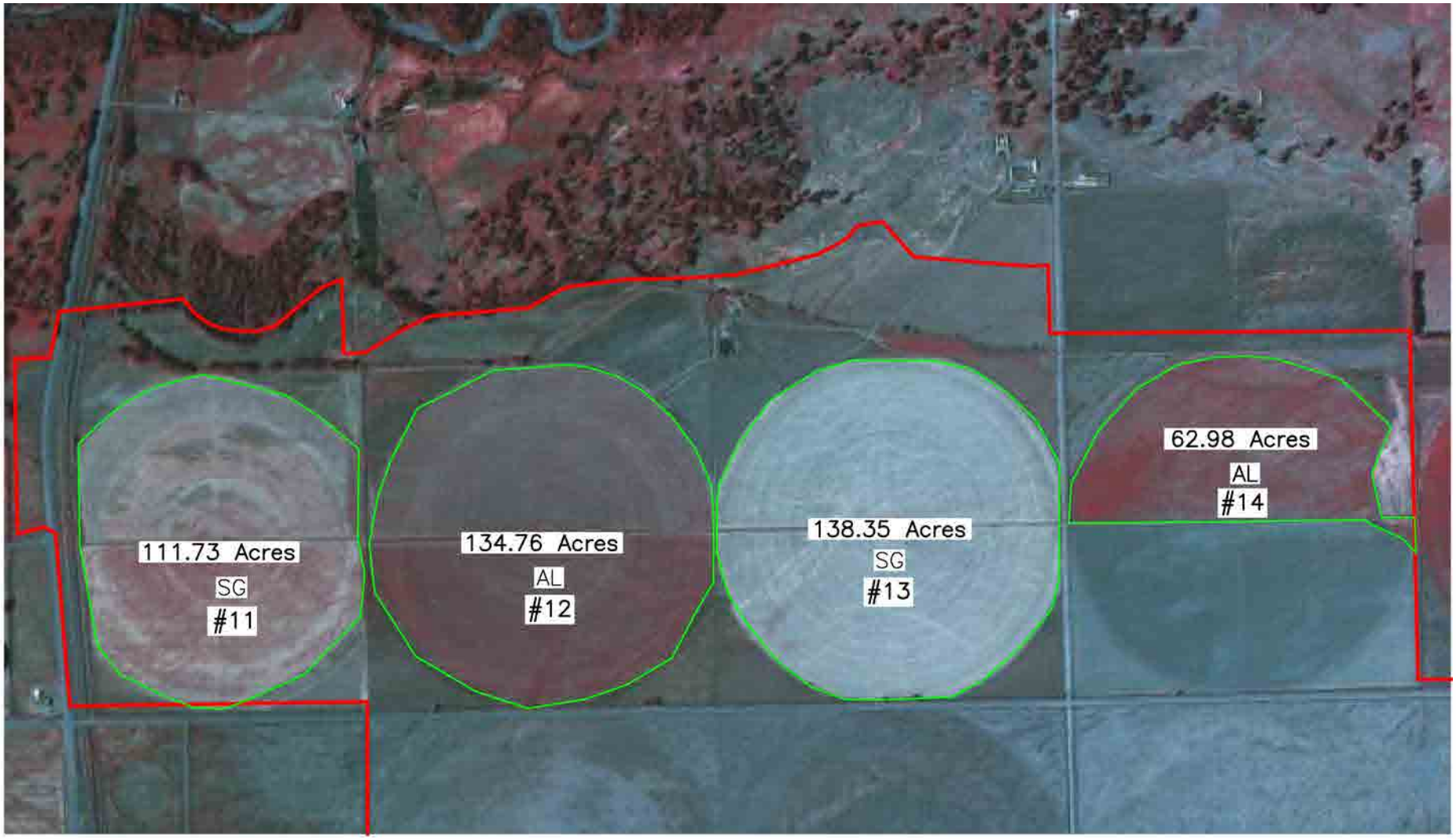
DAVIS ENGINEERING SERVICE, INC.
1314 11th STREET, P.O. BOX 1940
ALAMOSA, COLORADO 81101
PHONE: (719) 589-3004
FAX: (719) 589-3712

Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DRAWN	JAM
CHECKED	CMP
APPROVED	
CLIENT	Conejos Subdistrict
SHEET NO.	1 OF 1
SCALE	1" = 1200'
DATE	4/6/2022
PROJECT NO.	E02075

ALPHA FARMS
1985 IRRIGATION FIELDS
11, 12, 13, &14



LEGEND

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SG=SMALL GRAIN

= APPROXIMATE ALPHA FARMS PROPERTY BOUND.

DAVIS ENGINEERING SERVICE, INC.
1314 11th STREET, P.O. BOX 1840
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PHONE: (719) 589-3004
FAX: (719) 589-3712

Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DESIGNED	
DRAWN	JAM
CHECKED	CMP
APPROVED	
CLIENT	Conejos Subdistrict
SHEET NO.	1 OF 1
SCALE	1" = 1200'
DATE	4/6/2022
PROJECT NO.	E02075

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REV	DATE	BY	APVD

ALPHA FARMS
1987 IRRIGATION FIELDS
11, 12, 13, &14

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ALAMOSA, COLORADO 81101
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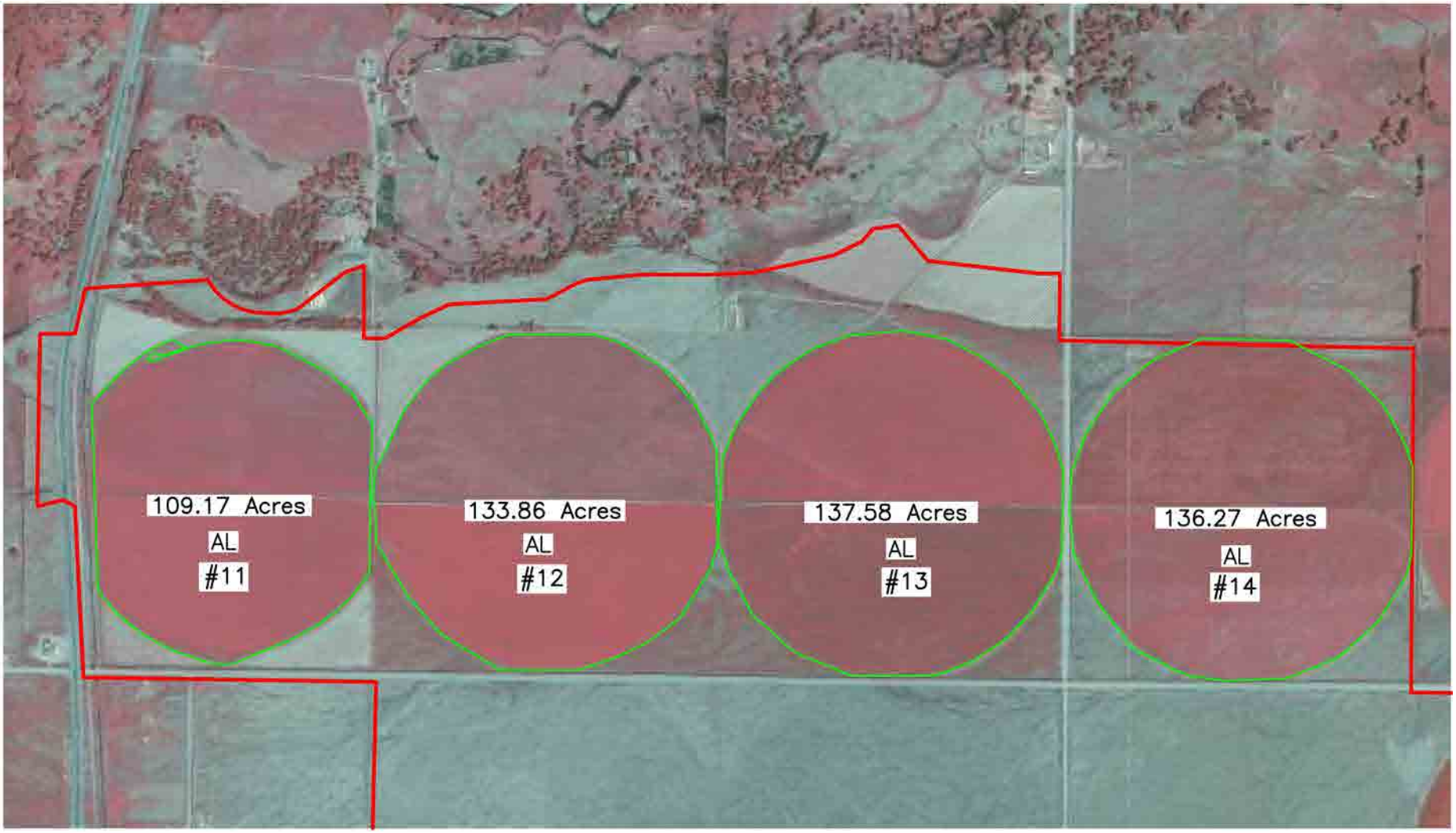
FAX: (719) 589-3712

Conejos Subdistrict	
Alpha Farms HCU (DRAFT)	
DESIGNED	THIS DRAWING IS THE PROPERTY OF DAVIS ENGINEERING SERVICE, INC., AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN APPROVAL OF DAVIS ENGINEERING SERVICE, INC.
SHEET NO. 1 OF 1	
DRAWN JAM	
SCALE 1" = 1200'	
CHECKED CMP	
CLIENT Conejos Subdistrict	
DATE 4/6/2022	
APPROVED	
PROJECT NO. E02075	

REV	DATE	BY	APVD

ALPHA FARMS
1988 IRRIGATION FIELDS
11,12, 13, &14



LEGEND

AL=ALFALFA

SG=SMALL GRAIN

= APPROXIMATE ALPHA FARMS PROPERTY BOUND

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Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DESIGNED	
DRAWN	JAM
CHECKED	CMP
APPROVED	
CLIENT	Conejos Subdistrict
SHEET NO.	1 OF 1
SCALE	1" = 1200'
DATE	4/6/2022
PROJECT NO.	E02075

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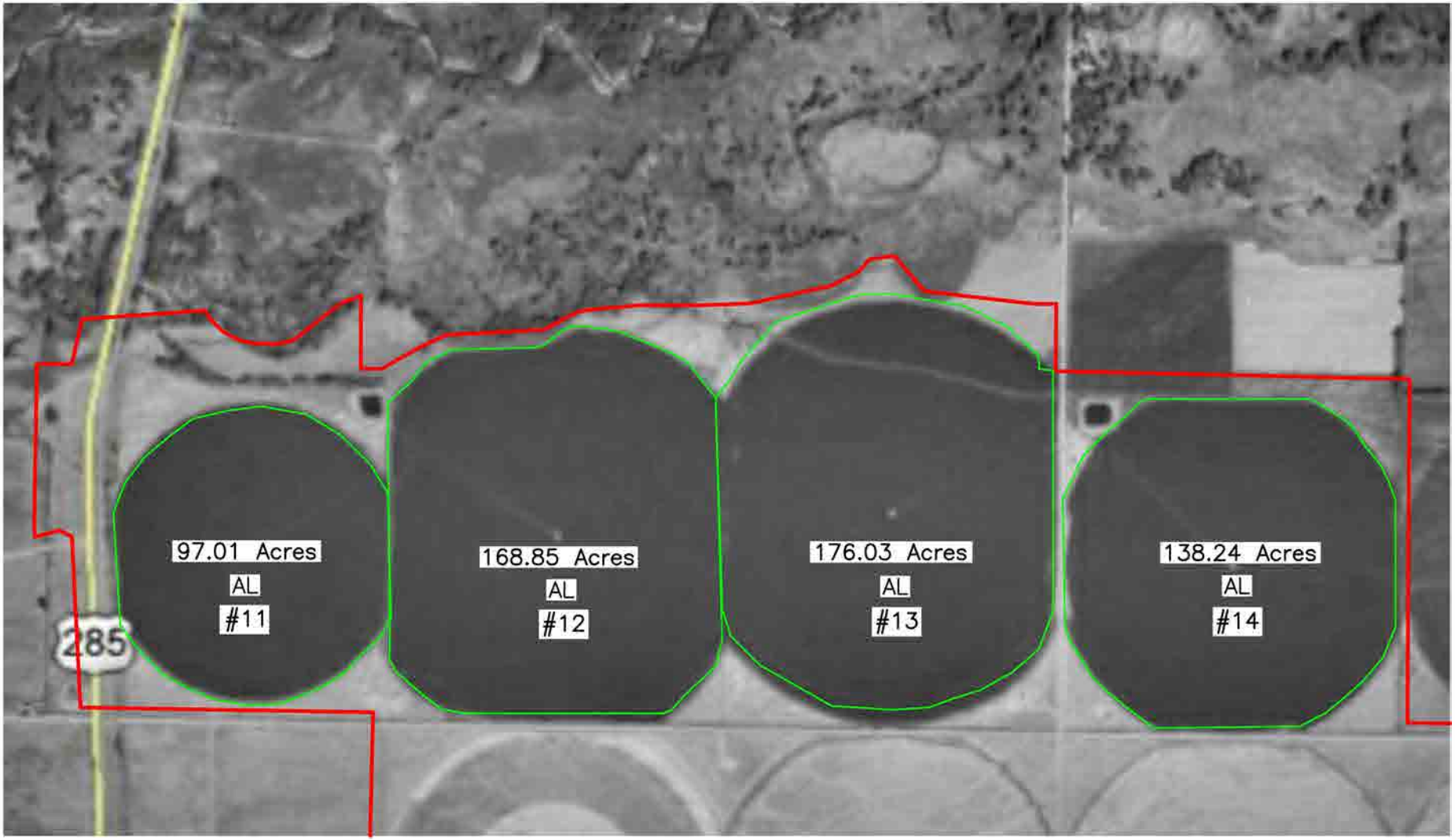
REV	DATE	BY	APVD

ALPHA FARMS
1998 IRRIGATION FIELDS
11,12, 13, &14



LEGEND

AL=ALFALFA

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= APPROXIMATE ALPHA FARMS PROPERTY BOUND/

DAVIS ENGINEERING SERVICE, INC.
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Conejos Subdistrict

Alpha Farms HCU (DRAFT)

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DRAWN: JAM

CHECKED: CMP

APPROVED:

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CLIENT: Conejos Subdistrict

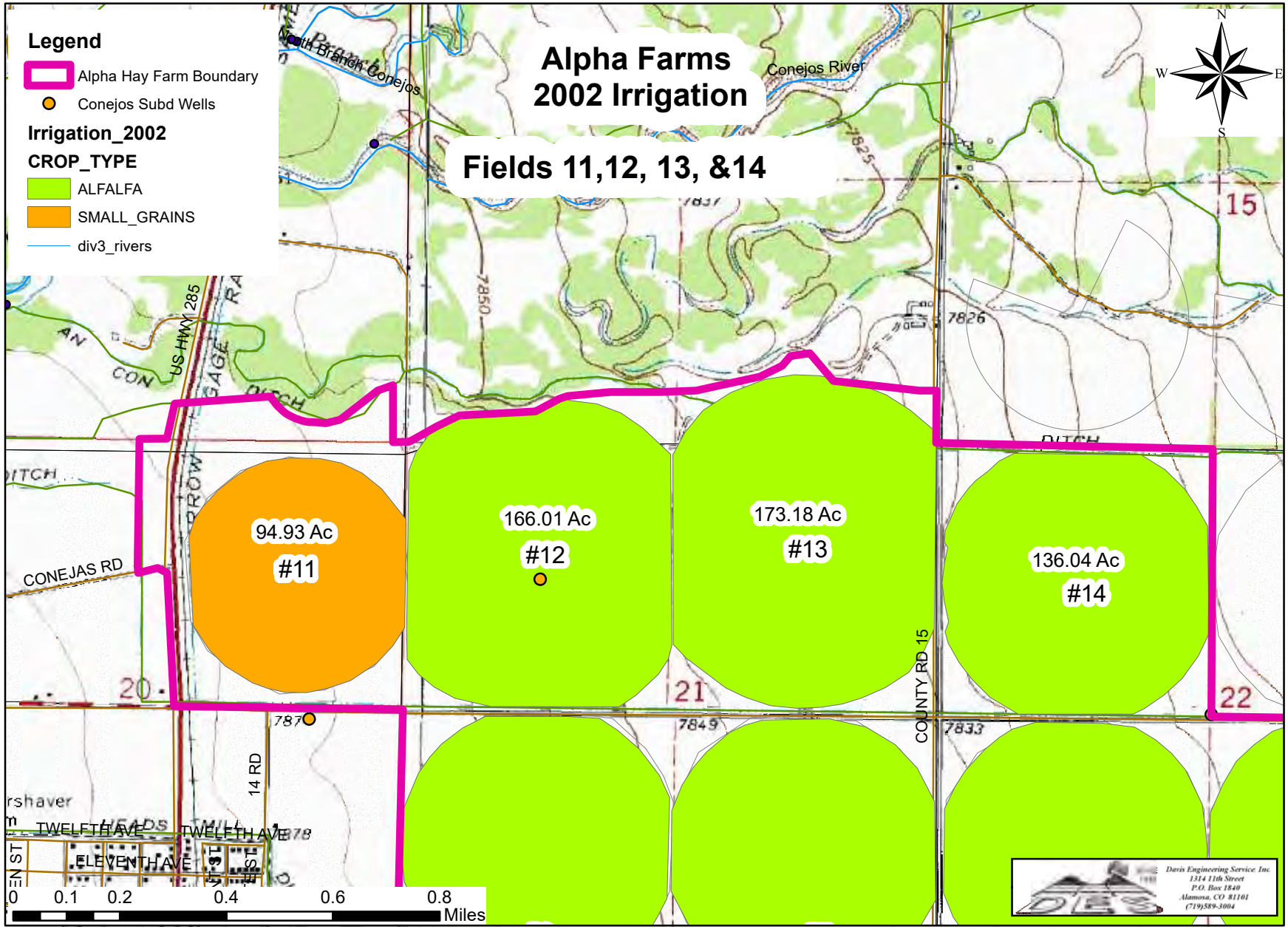
SHEET NO.: 1 OF 1

SCALE: 1" = 1200'

DATE: 4/6/2022

PROJECT NO.: E02075

REV	DATE	BY	APVD



Draft Prepared April 5, 2022

ALPHA FARMS
2005 IRRIGATION FIELDS
11,12, 13, &14

LEGEND

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Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DESIGNED:

DRAWN: JAM

CHECKED: CMP

APPROVED:

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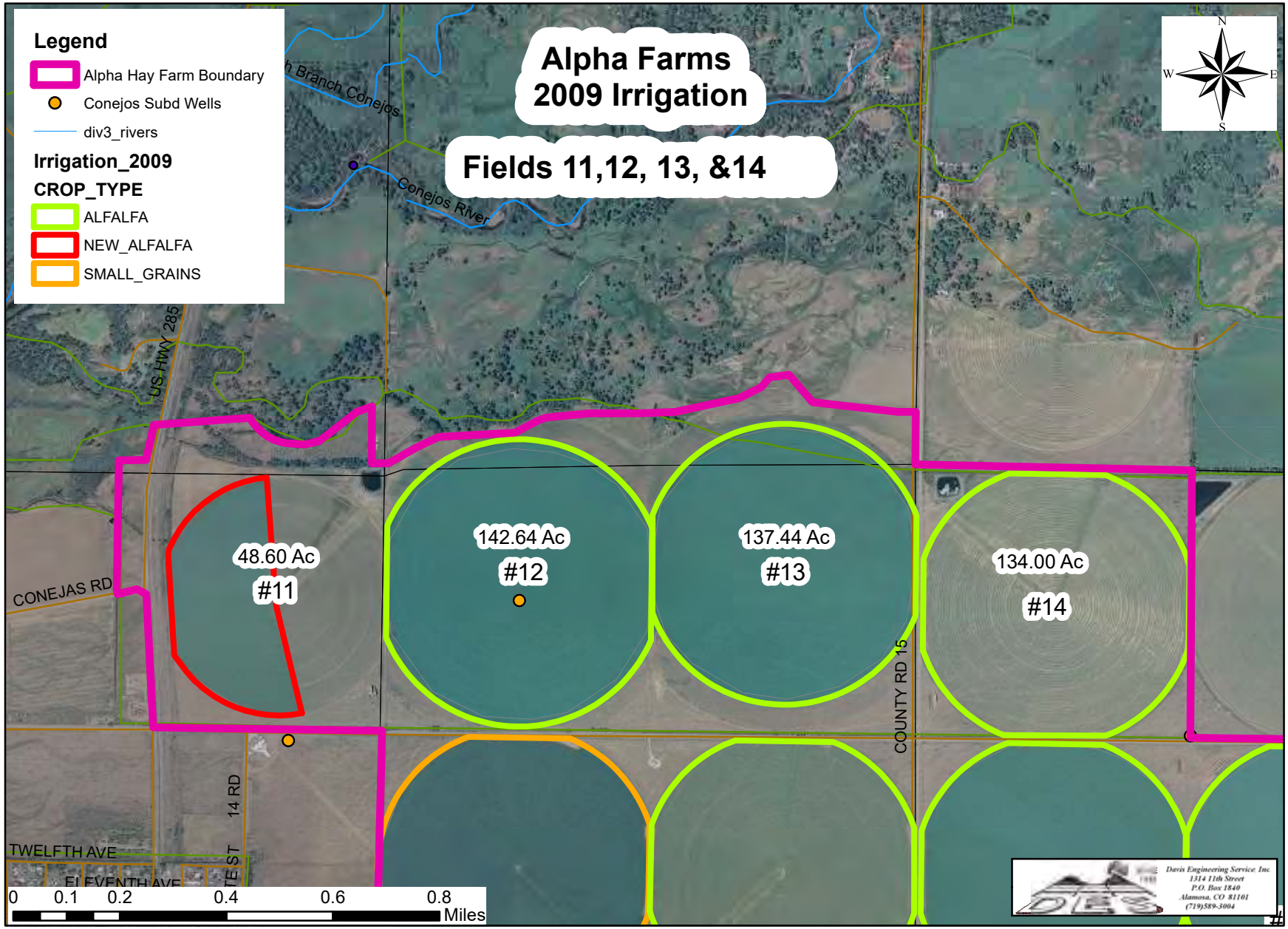
CLIENT: Conejos Subdistrict

SHEET NO. 1 OF 1

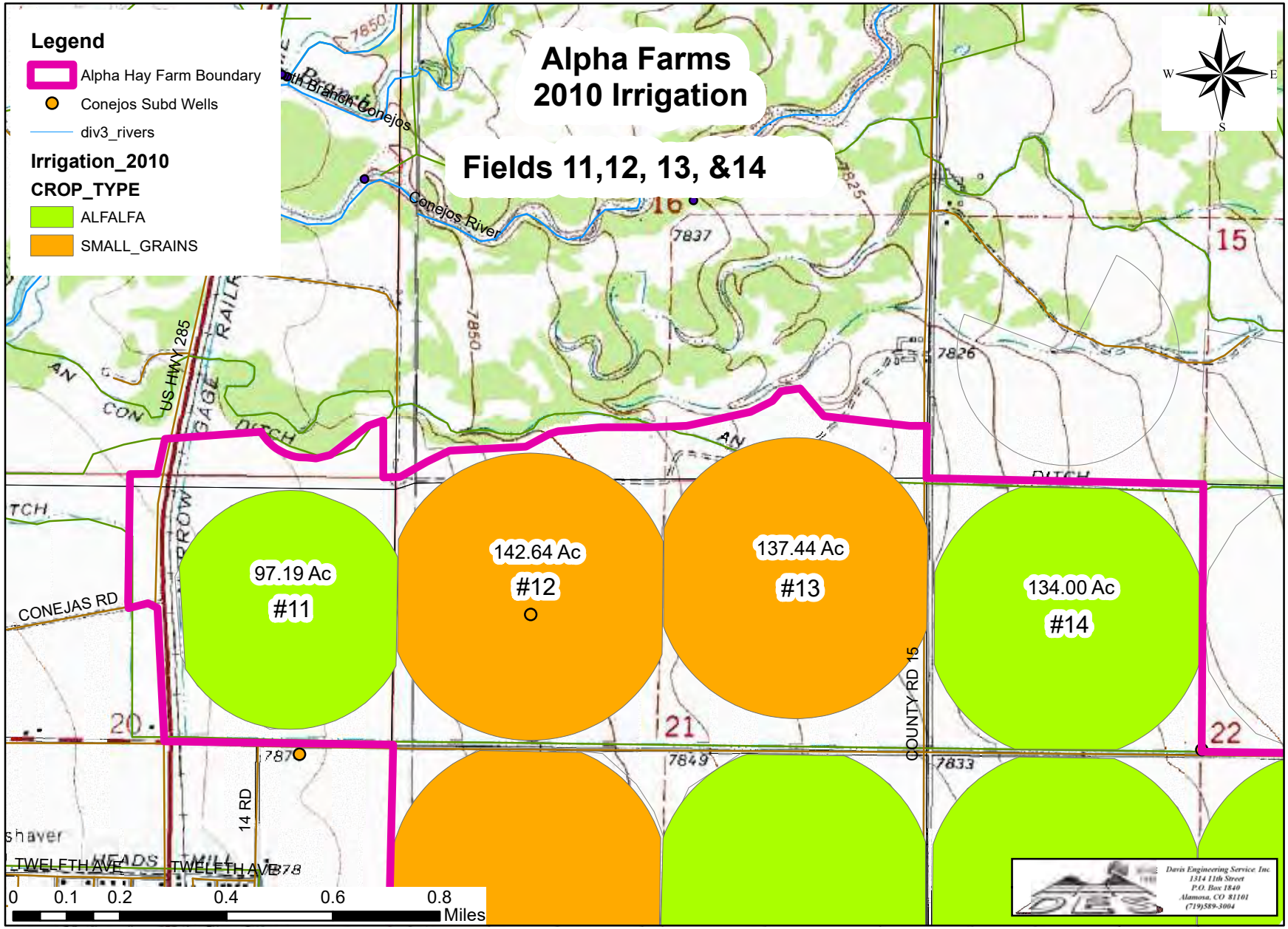
SCALE 1" = 1200'

DATE 4/6/2022

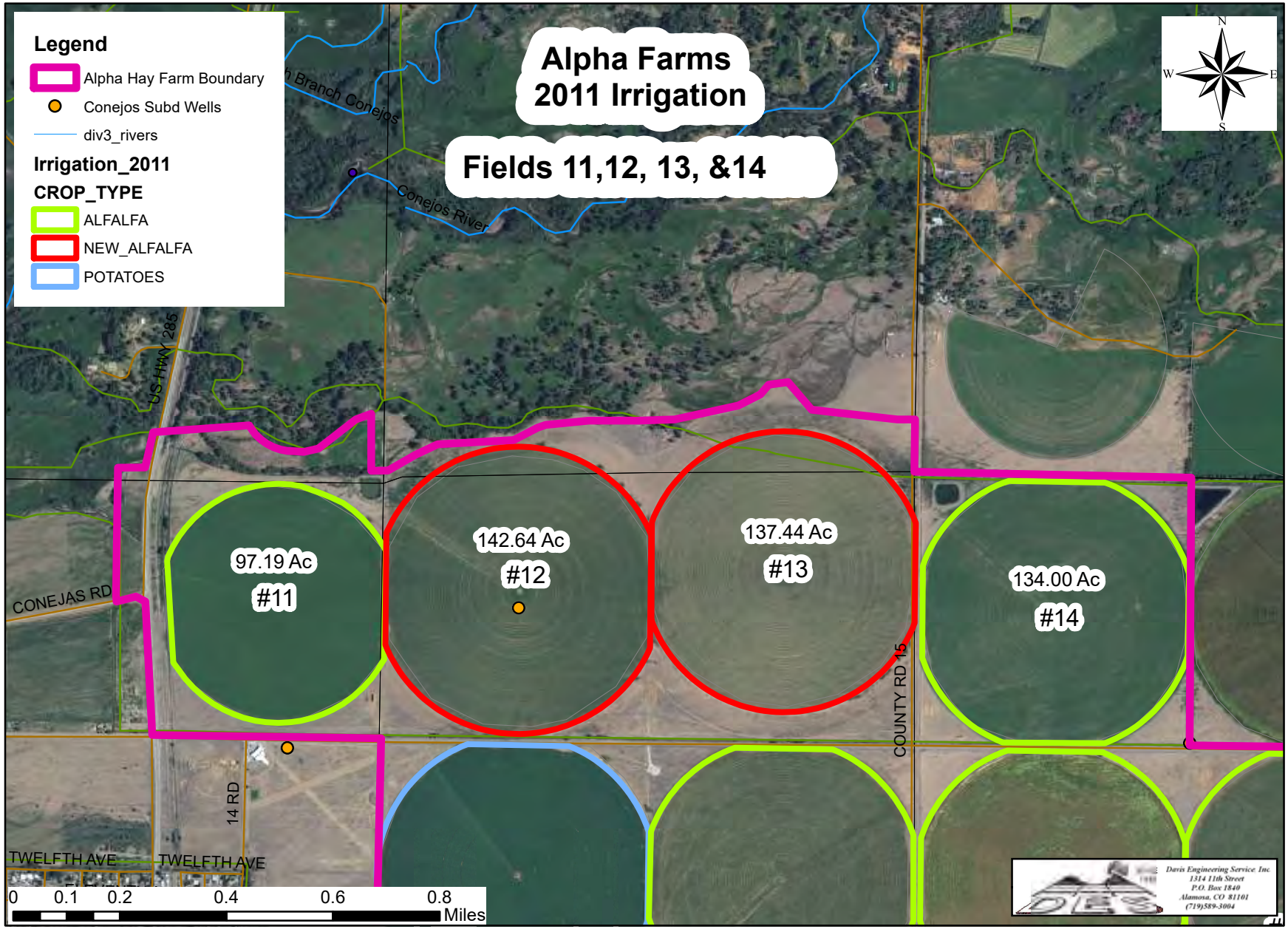
PROJECT NO. E02075



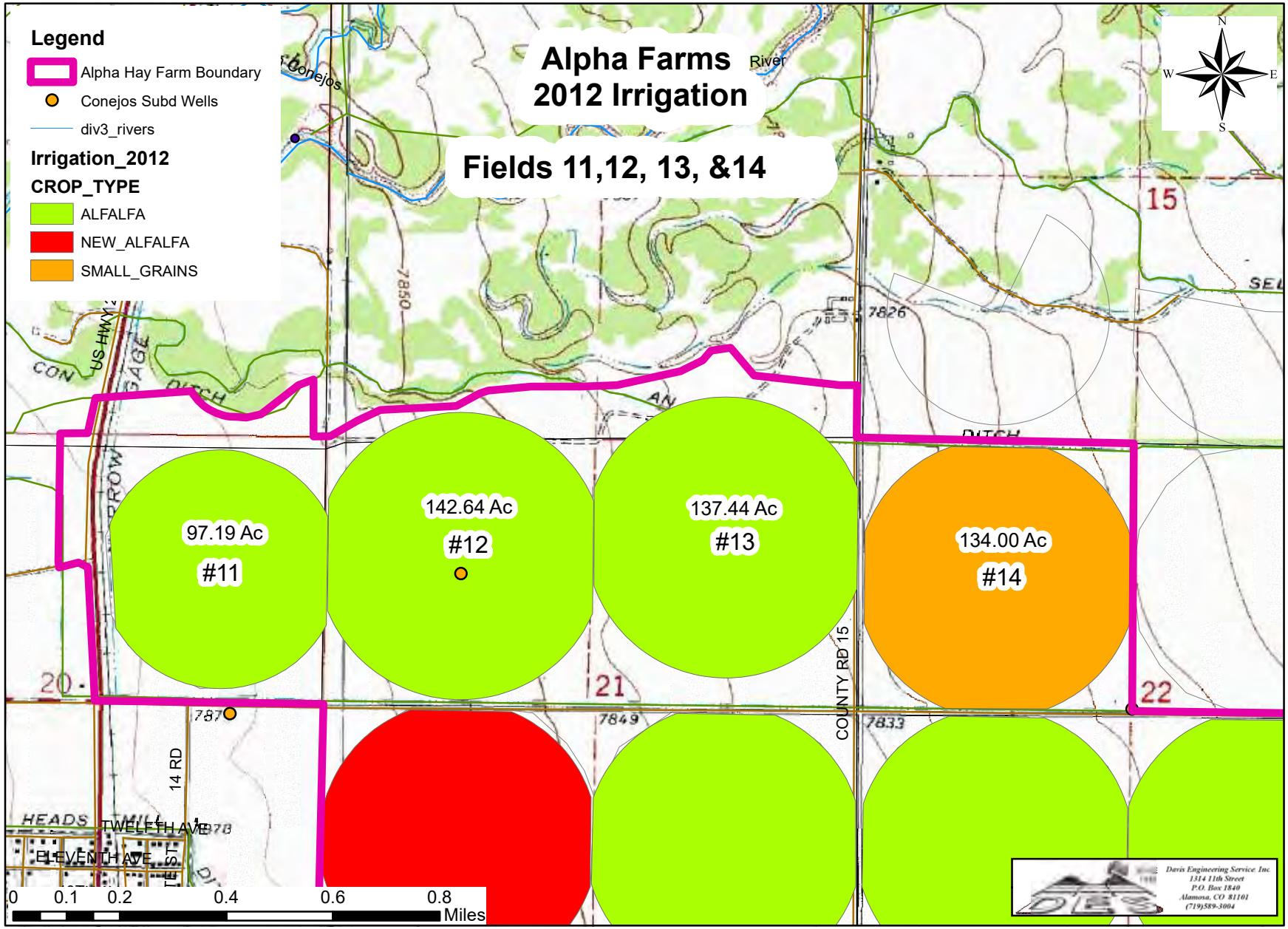
Draft Prepared April 5, 2022



Draft Prepared April 5, 2022



Draft Prepared April 5, 2022



Draft Prepared April 5, 2022

ALPHA FARMS
2013 IRRIGATION FIELDS
11,12, 13, &14

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ALAMOSA, COLORADO 81101
PHONE: (719) 589-3004
FAX: (719) 589-3712

Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DESIGNED	
DRAWN	JAM
CHECKED	CMP
APPROVED	
SHEET NO.	1 OF 1
SCALE	1" = 1200'
DATE	4/6/2022
PROJECT NO.	E02075

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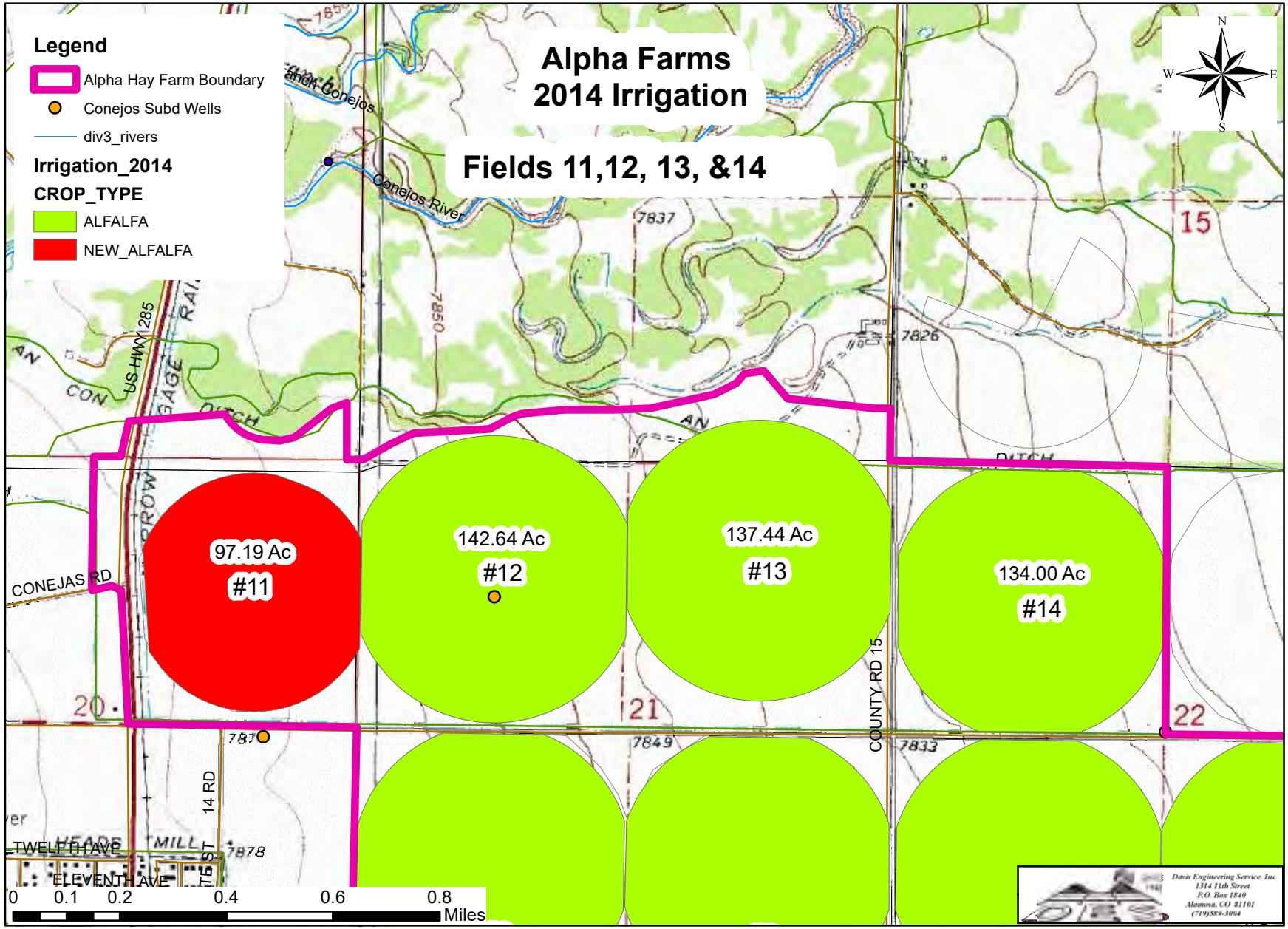
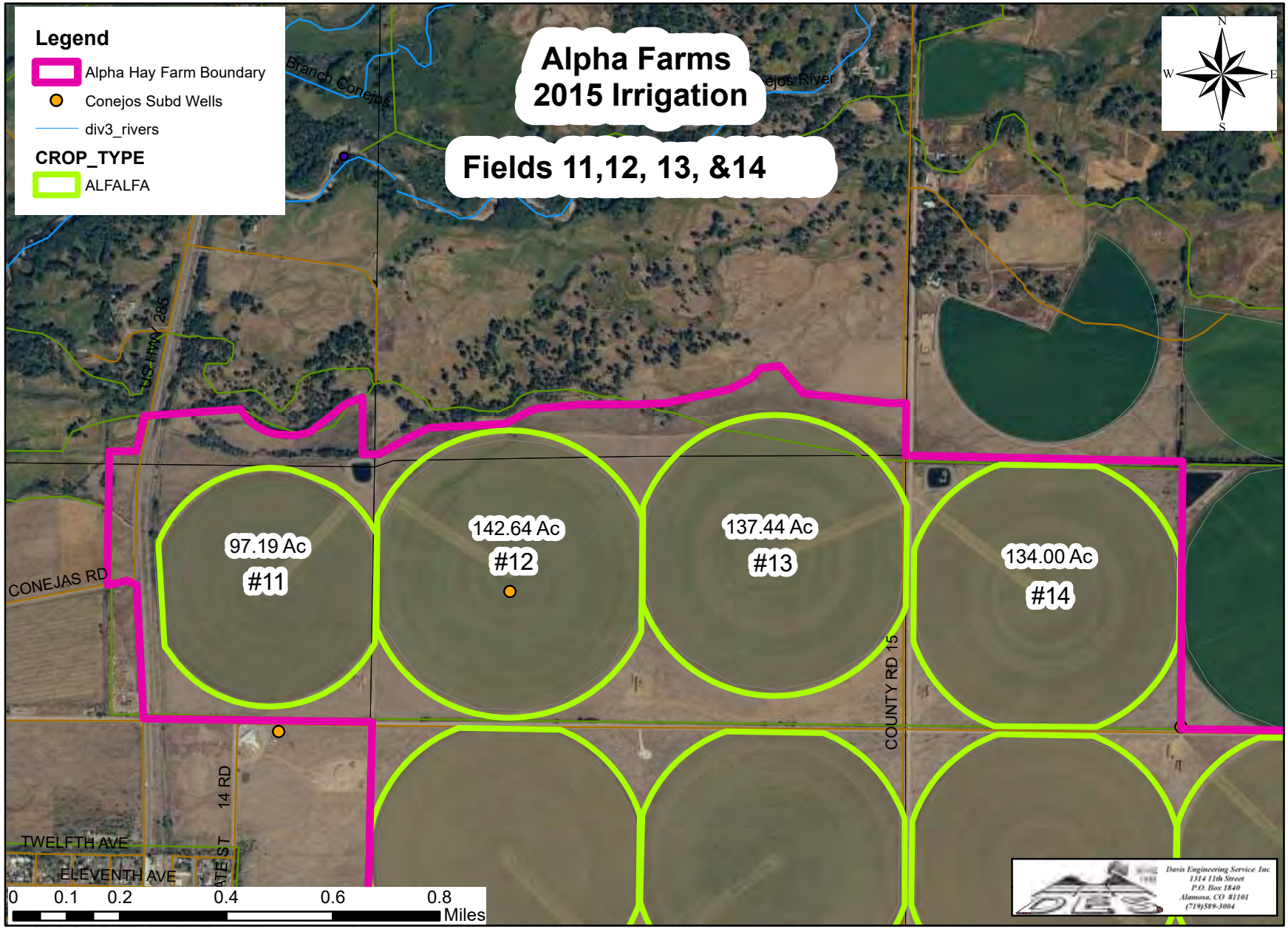
CLIENT: Conejos Subdistrict

REV.	DATE	BY	APVD.

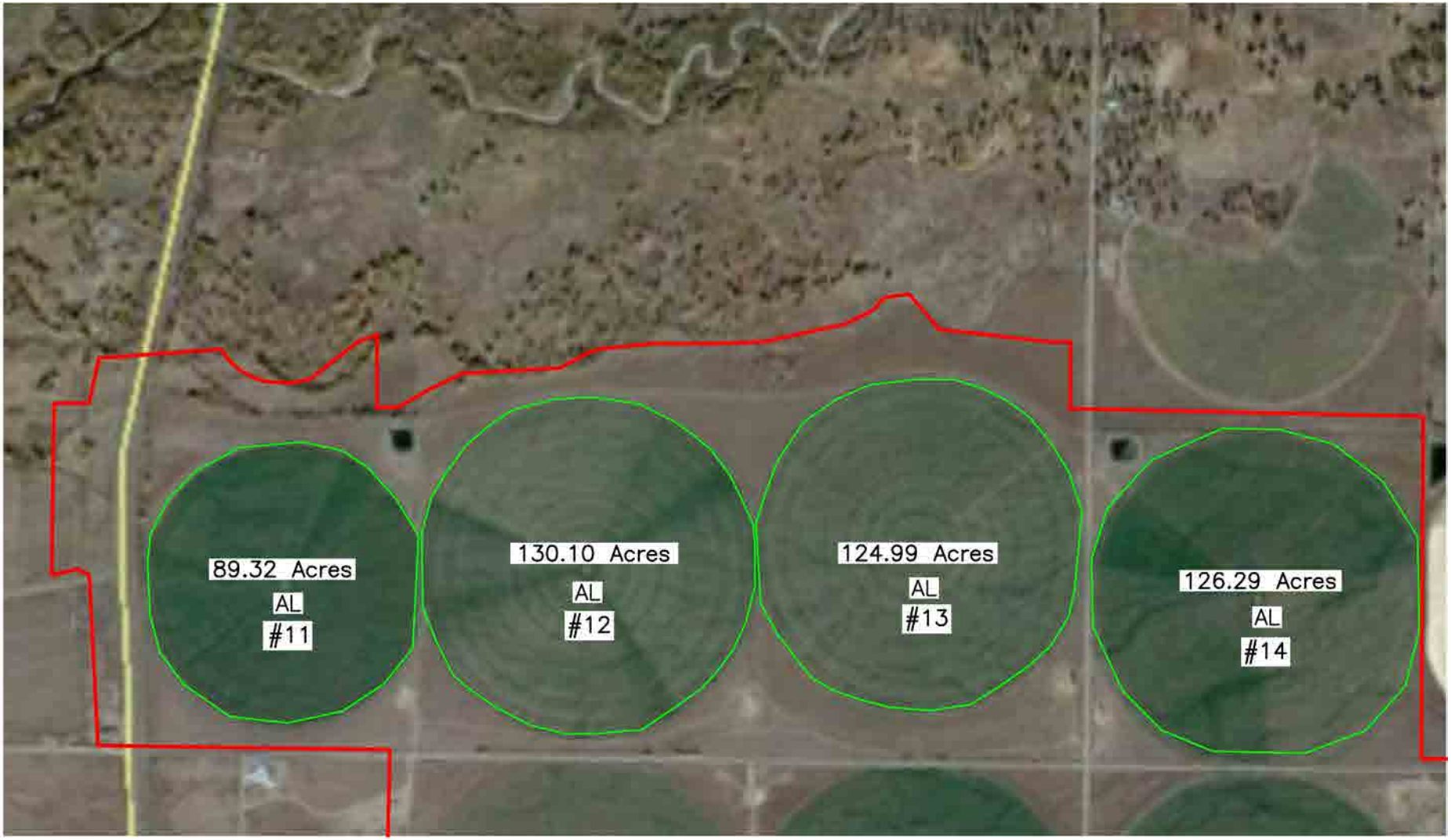


Draft Prepared April 5, 2022



Draft Prepared April 5, 2022

ALPHA FARMS
2016 IRRIGATION FIELDS
11,12, 13, &14



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Conejos Subdistrict

Alpha Farms HCU (DRAFT)

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APPROVED	
CLIENT	Conejos Subdistrict
SHEET NO.	1 OF 1
SCALE	1" = 1200'
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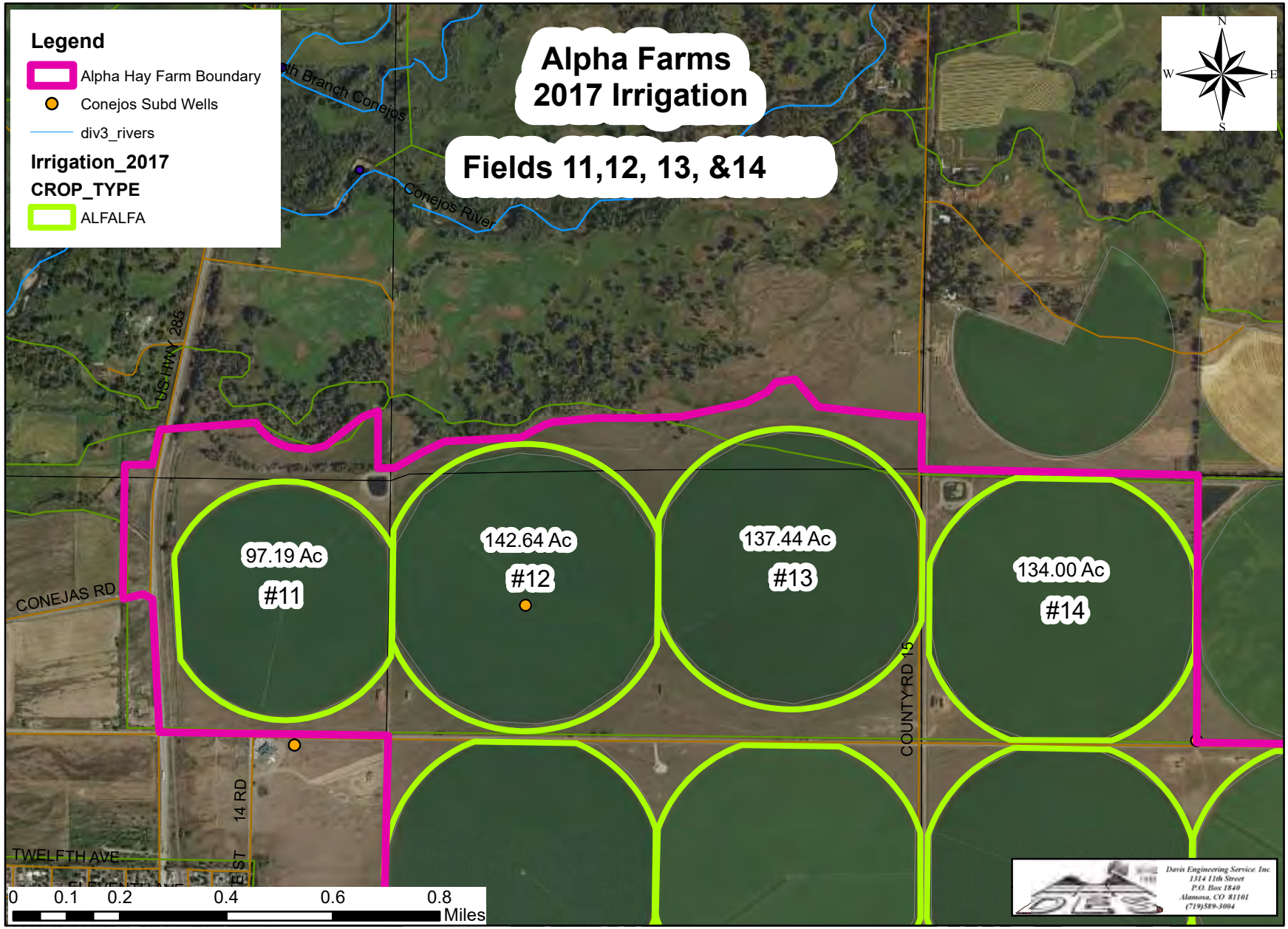
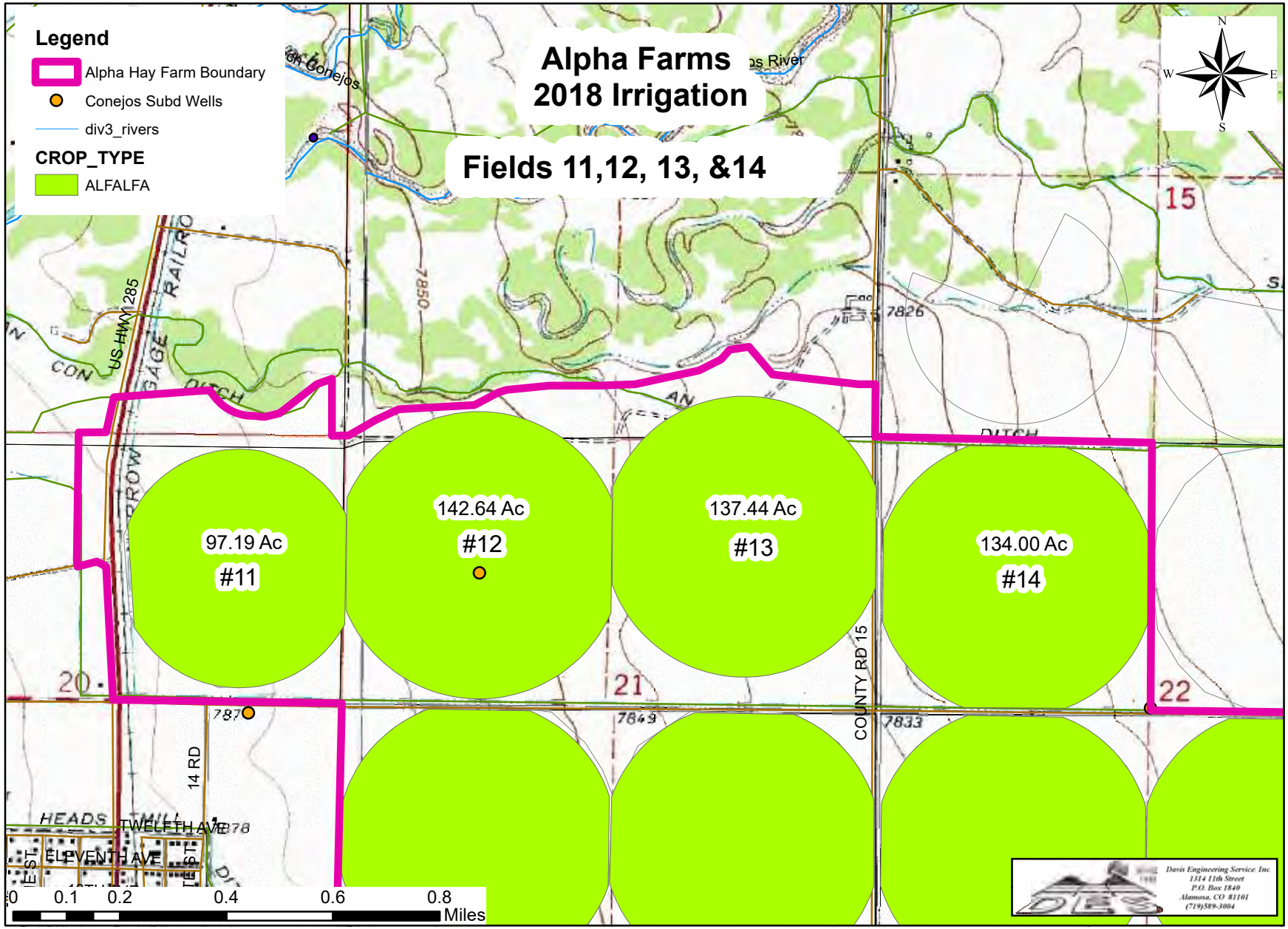
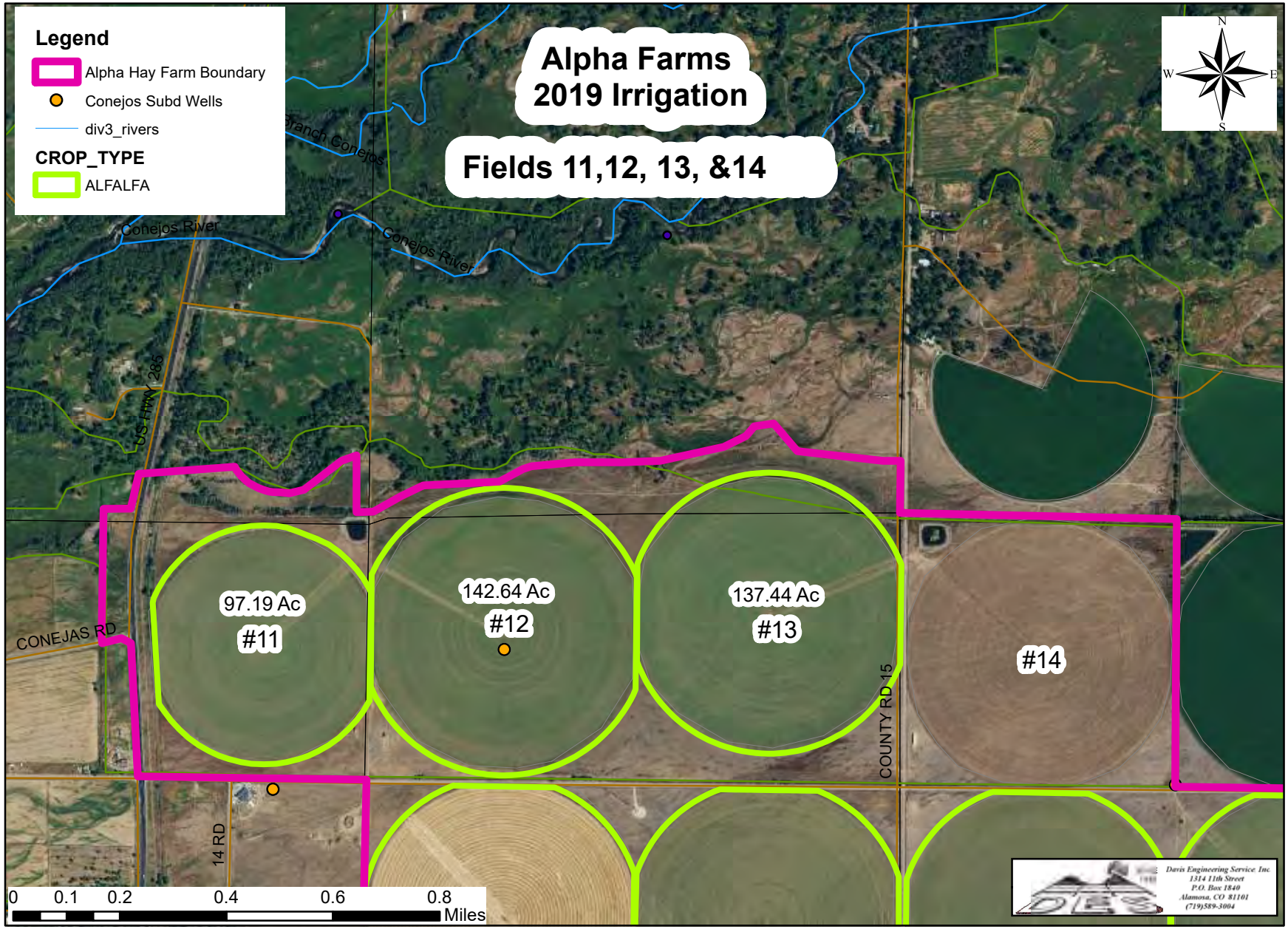
REV	DATE	BY	APVD



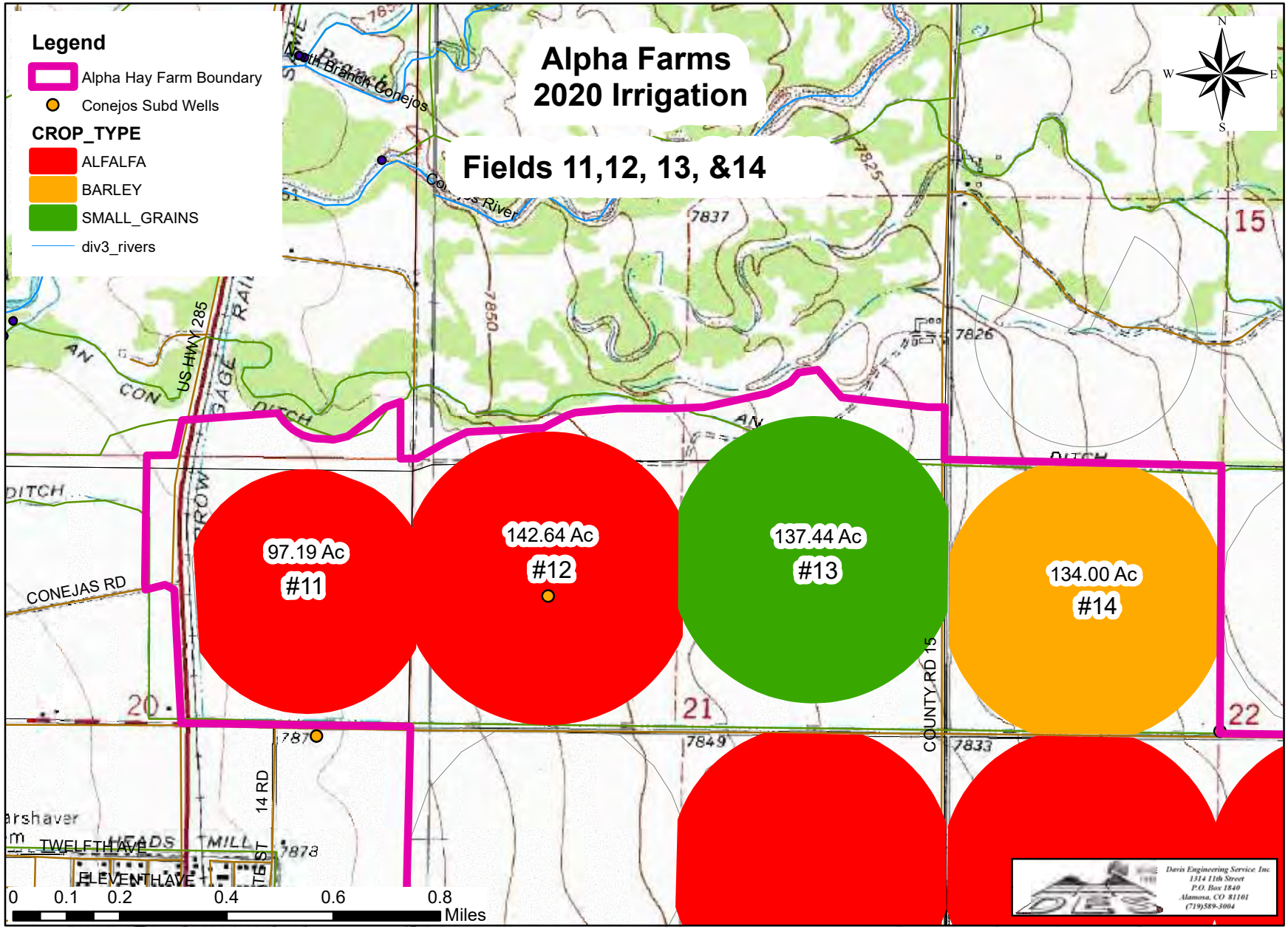
Draft Prepared April 5, 2022



Draft Prepared April 5, 2022



Draft Prepared April 5, 2022



Draft Prepared April 5, 2022

Attachment 5

State CU IWR

StateCU Blaney-Criddle Results									
Alfalfa Monthly IWR for Station: USC0005532 MANASSA									
Year	March (ft)	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total (ft)
1955	-	0.05	0.33	0.61	0.46	0.50	0.34	0.16	2.45
1956	-	0.09	0.52	0.77	0.49	0.48	0.38	0.13	2.86
1957	-	-	0.23	0.62	0.35	0.43	0.30	0.08	2.01
1958	-	0.03	0.45	0.66	0.54	0.52	0.33	0.07	2.60
1959	-	-	-	-	-	-	-	-	-
1960	-	0.08	0.41	0.58	0.48	0.56	0.29	0.04	2.44
1961	-	-	-	-	-	-	-	-	-
1962	-	-	-	-	-	-	-	-	-
1963	-	-	-	-	-	-	-	-	-
1964	-	-	-	-	-	-	-	-	-
1965	-	-	-	-	-	-	-	-	-
1966	-	0.09	0.51	0.56	0.52	0.39	0.34	0.09	2.49
1967	-	0.09	0.38	0.51	0.44	0.31	0.28	0.11	2.11
1968	-	-	-	-	-	-	-	-	-
1969	-	-	-	-	-	-	-	-	-
1970	-	-	-	-	-	-	-	-	-
1971	-	0.05	0.36	0.66	0.52	0.47	0.24	0.07	2.37
1972	-	0.11	0.40	0.68	0.56	0.48	0.30	0.10	2.63
1973	-	0.02	0.36	0.65	0.43	0.49	0.15	0.10	2.19
1974	-	-	-	-	-	-	-	-	-
1975	-	-	-	-	-	-	-	-	-
1976	-	0.07	0.41	0.61	0.49	0.42	0.29	0.06	2.34
1977	-	-	-	-	-	-	-	-	-
1978	-	-	-	-	-	-	-	-	-
1979	-	0.07	0.41	0.58	0.56	0.44	0.34	0.15	2.55
1980	-	0.04	0.35	0.72	0.57	0.53	0.34	0.09	2.63
1981	-	0.11	0.41	0.65	0.49	0.35	0.28	0.11	2.41
1982	-	0.06	0.33	0.56	0.53	0.44	0.17	0.09	2.17
1983	-	-	0.30	0.51	0.56	0.51	0.36	0.13	2.37
1984	-	0.06	0.54	0.58	0.52	0.37	0.30	0.03	2.40
1985	-	0.06	0.44	0.64	0.44	0.49	0.10	0.06	2.22
1986	-	0.04	0.36	0.58	0.42	0.37	0.20	0.04	2.01
1987	-	-	-	-	-	-	-	-	-
1988	-	0.08	0.37	0.64	0.51	0.50	0.24	0.17	2.50
1989	0.01	0.07	0.55	0.62	0.57	0.52	0.31	0.11	2.76
1990	-	0.06	0.35	0.74	0.47	0.46	0.23	0.12	2.42
1991	-	0.08	0.44	0.63	0.51	0.43	0.29	0.10	2.48
1992	-	0.11	0.49	0.58	0.46	0.29	0.31	0.15	2.39
1993	-	0.08	0.51	0.65	0.60	0.32	0.26	0.08	2.49
1994	-	0.09	0.40	0.74	0.52	0.48	0.23	0.07	2.54
1995	-	0.04	0.32	0.55	0.50	0.55	0.23	0.14	2.33
1996	-	0.11	0.66	0.65	0.51	0.52	0.22	0.08	2.75
1997	-	0.06	0.45	0.61	0.55	0.51	0.24	0.12	2.54
1998	-	0.06	0.54	0.68	0.50	0.52	0.33	0.03	2.66
1999	-	-	0.33	0.63	0.56	0.32	0.26	0.14	2.24
2000	-	0.04	0.62	0.68	0.54	0.51	0.36	0.09	2.83
2001	-	0.09	0.48	0.72	0.55	0.46	0.36	0.18	2.84
2002	-	0.11	0.56	0.80	0.62	0.53	0.19	0.10	2.90
2003	-	0.10	0.58	0.61	0.66	0.55	0.23	0.20	2.92

2004	-	0.00	0.59	0.65	0.51	0.54	0.30	0.09	2.67
2005	-	0.08	0.51	0.68	0.62	0.46	0.33	0.09	2.77
2006	-	-	-	-	-	-	-	-	-
2007	-	0.09	0.43	0.67	0.46	0.59	0.24	0.17	2.64
2008	-	0.09	0.44	0.67	0.49	0.46	0.31	0.13	2.60
2009	-	0.05	0.57	0.54	0.57	0.48	0.26	0.04	2.50
2010	-	0.08	0.49	0.77	0.51	0.56	0.36	0.15	2.91
2011	-	0.09	0.45	0.76	0.64	0.59	3.16/12	0.12	2.64
2012	0.01	0.07	0.48	0.84	0.59	0.53	0.25	0.16	2.92
2013	-	0.09	0.51	0.78	0.54	0.50	0.17	0.09	2.68
2014	-	0.09	0.46	0.71	0.51	0.49	0.38	0.15	2.79
2015	-	-	-	-	-	-	-	-	-
2016	-	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-
2020	-	0.11	0.54	0.66	0.49	0.54	0.24	0.16	2.72
2021	-	0.07	0.35	0.65	0.55	0.51	0.35	0.07	2.55

StateCU Blaney-Criddle Results				
Alfalfa Yearly Summary for Station: USC0005532 MANASSA				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Manassa San Luis Valley	2.83	0.38	2.45
1956	Manassa San Luis Valley	3.06	0.21	2.86
1957	Manassa San Luis Valley	2.54	0.53	2.01
1958	Manassa San Luis Valley	2.89	0.30	2.60
1959	Manassa San Luis Valley	-	-	-
1960	Manassa San Luis Valley	2.82	0.38	2.44
1961	Manassa San Luis Valley	-	-	-
1962	Manassa San Luis Valley	-	-	-
1963	Manassa San Luis Valley	-	-	-
1964	Manassa San Luis Valley	-	-	-
1965	Manassa San Luis Valley	-	-	-
1966	Manassa San Luis Valley	2.96	0.47	2.49
1967	Manassa San Luis Valley	2.76	0.65	2.11
1968	Manassa San Luis Valley	-	-	-
1969	Manassa San Luis Valley	-	-	-
1970	Manassa San Luis Valley	-	-	-
1971	Manassa San Luis Valley	2.69	0.32	2.37
1972	Manassa San Luis Valley	2.98	0.35	2.63
1973	Manassa San Luis Valley	2.68	0.50	2.19
1974	Manassa San Luis Valley	-	-	-
1975	Manassa San Luis Valley	-	-	-
1976	Manassa San Luis Valley	2.66	0.31	2.34
1977	Manassa San Luis Valley	-	-	-
1978	Manassa San Luis Valley	-	-	-
1979	Manassa San Luis Valley	2.87	0.33	2.55
1980	Manassa San Luis Valley	2.89	0.26	2.63
1981	Manassa San Luis Valley	2.99	0.58	2.41
1982	Manassa San Luis Valley	2.67	0.50	2.17
1983	Manassa San Luis Valley	2.65	0.29	2.37
1984	Manassa San Luis Valley	2.83	0.43	2.40
1985	Manassa San Luis Valley	2.81	0.59	2.22
1986	Manassa San Luis Valley	2.67	0.65	2.01
1987	Manassa San Luis Valley	-	-	-
1988	Manassa San Luis Valley	2.94	0.43	2.50
1989	Manassa San Luis Valley	2.97	0.22	2.76
1990	Manassa San Luis Valley	2.96	0.55	2.42
1991	Manassa San Luis Valley	2.81	0.33	2.48
1992	Manassa San Luis Valley	2.82	0.43	2.39
1993	Manassa San Luis Valley	2.89	0.40	2.49
1994	Manassa San Luis Valley	3.08	0.54	2.54
1995	Manassa San Luis Valley	2.80	0.47	2.33
1996	Manassa San Luis Valley	3.17	0.42	2.75

1997	Manassa San Luis Valley	2.98	0.46	2.52
1998	Manassa San Luis Valley	3.11	0.45	2.66
1999	Manassa San Luis Valley	2.76	0.53	2.24
2000	Manassa San Luis Valley	3.32	0.49	2.83
2001	Manassa San Luis Valley	3.22	0.38	2.84
2002	Manassa San Luis Valley	3.28	0.38	2.90
2003	Manassa San Luis Valley	3.28	0.37	2.92
2004	Manassa San Luis Valley	2.94	0.27	2.67
2005	Manassa San Luis Valley	3.18	0.42	2.77
2006	Manassa San Luis Valley	-	-	-
2007	Manassa San Luis Valley	3.10	0.46	2.64
2008	Manassa San Luis Valley	2.96	0.36	2.60
2009	Manassa San Luis Valley	2.87	0.38	2.50
2010	Manassa San Luis Valley	3.19	0.28	2.91
2011	Manassa San Luis Valley	3.18	0.27	2.91
2012	Manassa San Luis Valley	3.31	0.40	2.92
2013	Manassa San Luis Valley	3.19	0.51	2.68
2014	Manassa San Luis Valley	3.11	0.32	2.79
2015	Manassa San Luis Valley	-	-	-
2016	Manassa San Luis Valley	-	-	-
2017	Manassa San Luis Valley	-	-	-
2018	Manassa San Luis Valley	-	-	-
2019	Manassa San Luis Valley	-	-	-
2020	Manassa San Luis Valley	3.03	0.31	2.72
2021	Manassa San Luis Valley	2.96	0.41	2.55

StateCU Blaney-Criddle Results									
Grass Pasture IWR Data for Station: USC0005532 MANASSA									
Year	March (ft)	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total
1955	-	0.05	0.15	0.52	0.44	0.40	0.38	0.24	2.17
1956	-	0.10	0.30	0.65	0.47	0.39	0.42	0.20	2.53
1957	-	-	0.10	0.53	0.33	0.34	0.33	0.14	1.77
1958	-	0.02	0.24	0.56	0.51	0.43	0.36	0.13	2.26
1959	-	-	-	-	-	-	-	-	-
1960	-	0.12	0.23	0.48	0.46	0.46	0.33	0.09	2.17
1961	-	-	-	-	-	-	-	-	-
1962	-	-	-	-	-	-	-	-	-
1963	-	-	-	-	-	-	-	-	-
1964	-	-	-	-	-	-	-	-	-
1965	-	-	-	-	-	-	-	-	-
1966	-	0.12	0.31	0.47	0.50	0.29	0.38	0.16	2.21
1967	-	0.13	0.20	0.43	0.41	0.22	0.31	0.19	1.89
1968	-	-	-	-	-	-	-	-	-
1969	-	-	-	-	-	-	-	-	-
1970	-	-	-	-	-	-	-	-	-
1971	-	0.05	0.20	0.56	0.49	0.38	0.27	0.12	2.07
1972	-	0.18	0.22	0.58	0.53	0.39	0.34	0.20	2.44
1973	-	0.01	0.18	0.55	0.41	0.40	0.18	0.17	1.90
1974	-	-	-	-	-	-	-	-	-
1975	-	-	-	-	-	-	-	-	-
1976	-	0.08	0.23	0.51	0.46	0.33	0.32	0.09	2.03
1977	-	-	-	-	-	-	-	-	-
1978	-	-	-	-	-	-	-	-	-
1979	-	0.08	0.23	0.48	0.53	0.35	0.37	0.24	2.29
1980	-	0.03	0.18	0.61	0.54	0.43	0.38	0.14	2.31
1981	-	0.28	0.23	0.54	0.46	0.27	0.31	0.19	2.27
1982	-	0.05	0.16	0.47	0.51	0.35	0.20	0.14	1.88
1983	-	0.00	0.17	0.43	0.54	0.42	0.40	0.20	2.14
1984	-	0.05	0.32	0.49	0.49	0.28	0.34	0.07	2.04
1985	-	0.11	0.25	0.54	0.42	0.39	0.13	0.13	1.97
1986	-	0.09	0.19	0.48	0.40	0.28	0.23	0.09	1.76
1987	-	-	-	-	-	-	-	-	-
1988	-	0.11	0.19	0.54	0.48	0.40	0.27	0.26	2.26
1989	0.03	0.33	0.33	0.52	0.55	0.43	0.34	0.18	2.71
1990	-	0.15	0.16	0.62	0.45	0.38	0.26	0.20	2.23
1991	-	0.07	0.25	0.54	0.49	0.34	0.32	0.18	2.18
1992	-	0.25	0.29	0.49	0.44	0.20	0.34	0.24	2.24
1993	-	0.10	0.30	0.55	0.57	0.23	0.29	0.13	2.17
1994	-	0.16	0.19	0.63	0.49	0.38	0.27	0.14	2.26
1995	-	0.03	0.15	0.46	0.47	0.45	0.27	0.22	2.05
1996	-	0.14	0.40	0.54	0.49	0.43	0.26	0.14	2.40
1997	-	0.05	0.24	0.51	0.53	0.41	0.28	0.21	2.23
1998	-	0.06	0.33	0.58	0.47	0.43	0.37	0.13	2.36
1999	-	-	0.17	0.53	0.53	0.23	0.30	0.23	1.98
2000	-	0.25	0.37	0.57	0.51	0.41	0.40	0.19	2.69
2001	-	0.27	0.25	0.60	0.52	0.37	0.40	0.28	2.68
2002	-	0.34	0.34	0.68	0.59	0.43	0.22	0.17	2.78

2003	-	0.23	0.34	0.51	0.63	0.45	0.27	0.32	2.75
2004	-	0.11	0.36	0.54	0.49	0.45	0.34	0.16	2.45
2005	-	0.15	0.29	0.57	0.60	0.37	0.37	0.19	2.54
2006	-	-	-	-	-	-	-	-	-
2007	-	0.21	0.24	0.57	0.43	0.48	0.28	0.26	2.47
2008	-	0.12	0.25	0.57	0.46	0.36	0.35	0.22	2.33
2009	-	0.06	0.34	0.44	0.54	0.39	0.29	0.09	2.16
2010	-	0.13	0.30	0.66	0.48	0.45	0.40	0.24	2.65
2011	-	0.24	0.27	0.65	0.61	0.48	0.30	0.20	2.74
2012	0.04	0.34	0.25	0.71	0.56	0.43	0.28	0.26	2.88
2013	-	0.14	0.33	0.67	0.52	0.40	0.21	0.16	2.42
2014	-	0.14	0.27	0.60	0.48	0.40	0.42	0.26	2.58
2015	-	-	-	-	-	-	-	-	-
2016	-	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-
2020	-	0.14	0.32	0.56	0.46	0.44	0.27	0.24	2.43
2021	-	0.08	0.17	0.54	0.52	0.41	0.39	0.12	2.23

StateCU Blaney-Criddle Results				
Grass Pasture Yearly Summary for Station: USC0005532 MANASSA				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Manassa San Luis Valley	2.55	0.38	2.17
1956	Manassa San Luis Valley	2.73	0.21	2.53
1957	Manassa San Luis Valley	2.29	0.53	1.77
1958	Manassa San Luis Valley	2.56	0.30	2.26
1959	Manassa San Luis Valley	-	-	-
1960	Manassa San Luis Valley	2.54	0.38	2.17
1961	Manassa San Luis Valley	-	-	-
1962	Manassa San Luis Valley	-	-	-
1963	Manassa San Luis Valley	-	-	-
1964	Manassa San Luis Valley	-	-	-
1965	Manassa San Luis Valley	-	-	-
1966	Manassa San Luis Valley	2.68	0.47	2.21
1967	Manassa San Luis Valley	2.54	0.65	1.89
1968	Manassa San Luis Valley	-	-	-
1969	Manassa San Luis Valley	-	-	-
1970	Manassa San Luis Valley	-	-	-
1971	Manassa San Luis Valley	2.39	0.32	2.07
1972	Manassa San Luis Valley	2.79	0.35	2.44
1973	Manassa San Luis Valley	2.40	0.50	1.90
1974	Manassa San Luis Valley	-	-	-
1975	Manassa San Luis Valley	-	-	-
1976	Manassa San Luis Valley	2.35	0.31	2.04
1977	Manassa San Luis Valley	-	-	-
1978	Manassa San Luis Valley	-	-	-
1979	Manassa San Luis Valley	2.62	0.33	2.29
1980	Manassa San Luis Valley	2.57	0.26	2.31
1981	Manassa San Luis Valley	2.85	0.58	2.27
1982	Manassa San Luis Valley	2.38	0.50	1.88
1983	Manassa San Luis Valley	2.43	0.29	2.14
1984	Manassa San Luis Valley	2.48	0.43	2.04
1985	Manassa San Luis Valley	2.56	0.59	1.97
1986	Manassa San Luis Valley	2.41	0.65	1.76
1987	Manassa San Luis Valley	-	-	-
1988	Manassa San Luis Valley	2.69	0.43	2.25
1989	Manassa San Luis Valley	2.92	0.22	2.70
1990	Manassa San Luis Valley	2.77	0.55	2.23
1991	Manassa San Luis Valley	2.52	0.33	2.19
1992	Manassa San Luis Valley	2.67	0.43	2.24
1993	Manassa San Luis Valley	2.57	0.40	2.17
1994	Manassa San Luis Valley	2.81	0.54	2.26
1995	Manassa San Luis Valley	2.52	0.47	2.05
1996	Manassa San Luis Valley	2.82	0.42	2.40

1997	Manassa San Luis Valley	2.69	0.46	2.23
1998	Manassa San Luis Valley	2.81	0.45	2.36
1999	Manassa San Luis Valley	2.51	0.53	1.98
2000	Manassa San Luis Valley	3.18	0.49	2.69
2001	Manassa San Luis Valley	3.07	0.38	2.69
2002	Manassa San Luis Valley	3.16	0.38	2.78
2003	Manassa San Luis Valley	3.12	0.37	2.75
2004	Manassa San Luis Valley	2.75	0.30	2.45
2005	Manassa San Luis Valley	2.96	0.42	2.54
2006	Manassa San Luis Valley	-	-	-
2007	Manassa San Luis Valley	2.93	0.46	2.47
2008	Manassa San Luis Valley	2.69	0.36	2.33
2009	Manassa San Luis Valley	2.54	0.38	2.16
2010	Manassa San Luis Valley	2.93	0.28	2.65
2011	Manassa San Luis Valley	3.01	0.27	2.74
2012	Manassa San Luis Valley	3.27	0.40	2.88
2013	Manassa San Luis Valley	2.90	0.51	2.39
2014	Manassa San Luis Valley	2.90	0.32	2.58
2015	Manassa San Luis Valley	-	-	-
2016	Manassa San Luis Valley	-	-	-
2017	Manassa San Luis Valley	-	-	-
2018	Manassa San Luis Valley	-	-	-
2019	Manassa San Luis Valley	-	-	-
2020	Manassa San Luis Valley	2.74	0.31	2.43
2021	Manassa San Luis Valley	2.64	0.41	2.23

StateCU Blaney-Criddle Results								
New Alfalfa IWR Data for Station: USC0005532 MANASSA								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total (ft)
1955	-	-	0.31	0.46	0.50	0.34	0.16	1.76
1956	-	-	0.36	0.49	0.48	0.38	0.13	1.84
1957	-	-	0.30	0.35	0.43	0.30	0.08	1.47
1958	-	-	0.31	0.54	0.52	0.33	0.07	1.77
1959	-	-	-	-	-	-	-	-
1960	-	-	0.28	0.48	0.56	0.29	0.04	1.65
1961	-	-	-	-	-	-	-	-
1962	-	-	-	-	-	-	-	-
1963	-	-	-	-	-	-	-	-
1964	-	-	-	-	-	-	-	-
1965	-	-	-	-	-	-	-	-
1966	-	-	0.29	0.52	0.39	0.34	0.09	1.62
1967	-	-	0.26	0.44	0.31	0.28	0.11	1.39
1968	-	-	-	-	-	-	-	-
1969	-	-	-	-	-	-	-	-
1970	-	-	-	-	-	-	-	-
1971	-	-	0.32	0.52	0.47	0.24	0.07	1.62
1972	-	-	0.33	0.56	0.48	0.30	0.10	1.78
1973	-	-	0.31	0.43	0.49	0.15	0.10	1.48
1974	-	-	-	-	-	-	-	-
1975	-	-	-	-	-	-	-	-
1976	-	-	0.30	0.49	0.42	0.29	0.06	1.56
1977	-	-	-	-	-	-	-	-
1978	-	-	-	-	-	-	-	-
1979	-	-	0.29	0.56	0.44	0.34	0.15	1.77
1980	-	-	0.35	0.57	0.53	0.34	0.09	1.87
1981	-	-	0.31	0.49	0.35	0.28	0.11	1.54
1982	-	-	0.28	0.53	0.44	0.17	0.09	1.51
1983	-	-	0.26	0.56	0.51	0.36	0.13	1.82
1984	-	-	0.29	0.52	0.37	0.30	0.03	1.51
1985	-	-	0.31	0.44	0.49	0.10	0.06	1.39
1986	-	-	0.28	0.42	0.37	0.20	0.04	1.31
1987	-	-	-	-	-	-	-	-
1988	-	-	0.30	0.51	0.50	0.24	0.17	1.72
1989	-	-	0.31	0.57	0.52	0.31	0.11	1.82
1990	-	-	0.34	0.47	0.46	0.23	0.12	1.62
1991	-	-	0.31	0.51	0.43	0.29	0.10	1.64
1992	-	-	0.28	0.46	0.29	0.31	0.15	1.49
1993	-	-	0.32	0.60	0.32	0.26	0.08	1.57
1994	-	-	0.35	0.52	0.48	0.23	0.07	1.66
1995	-	-	0.27	0.50	0.55	0.23	0.14	1.69
1996	-	-	0.32	0.51	0.52	0.22	0.08	1.65
1997	-	-	0.29	0.55	0.51	0.24	0.12	1.71

1998	-	-	0.34	0.50	0.52	0.33	0.03	1.72
1999	-	-	0.32	0.56	0.32	0.26	0.14	1.60
2000	-	-	0.33	0.54	0.51	0.36	0.09	1.83
2001	-	-	0.35	0.55	0.46	0.36	0.18	1.90
2002	-	-	0.38	0.62	0.53	0.19	0.10	1.82
2003	-	-	0.32	0.66	0.55	0.23	0.20	1.96
2004	-	-	0.30	0.51	0.54	0.30	0.09	1.74
2005	-	-	0.34	0.62	0.46	0.33	0.09	1.84
2006	-	-	-	-	-	-	-	-
2007	-	-	0.33	0.46	0.59	0.24	0.17	1.78
2008	-	-	0.33	0.49	0.46	0.31	0.13	1.73
2009	-	-	0.27	0.57	0.48	0.26	0.04	1.61
2010	-	-	0.37	0.51	0.56	0.36	0.15	1.94
2011	-	-	0.37	0.64	0.59	0.26	0.12	1.98
2012	-	-	0.39	0.59	0.53	0.25	0.16	1.92
2013	-	-	0.38	0.54	0.50	0.17	0.09	1.68
2014	-	-	0.35	0.51	0.49	0.38	0.15	1.88
2015	-	-	-	-	-	-	-	-
2016	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-
2020	-	-	0.32	0.49	0.54	0.24	0.16	1.74
2021	-	-	0.31	0.55	0.51	0.35	0.07	1.80

StateCU Blaney-Criddle Results				
New Alfalfa Yearly Summary for Station: USC0005532 MANASSA				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Manassa San Luis Valley	2.00	0.24	1.76
1956	Manassa San Luis Valley	1.99	0.15	1.84
1957	Manassa San Luis Valley	1.85	0.38	1.47
1958	Manassa San Luis Valley	1.95	0.18	1.77
1959	Manassa San Luis Valley	-	-	-
1960	Manassa San Luis Valley	1.91	0.26	1.65
1961	Manassa San Luis Valley	-	-	-
1962	Manassa San Luis Valley	-	-	-
1963	Manassa San Luis Valley	-	-	-
1964	Manassa San Luis Valley	-	-	-
1965	Manassa San Luis Valley	-	-	-
1966	Manassa San Luis Valley	2.04	0.42	1.62
1967	Manassa San Luis Valley	1.93	0.54	1.39
1968	Manassa San Luis Valley	-	-	-
1969	Manassa San Luis Valley	-	-	-
1970	Manassa San Luis Valley	-	-	-
1971	Manassa San Luis Valley	1.89	0.27	1.62
1972	Manassa San Luis Valley	2.07	0.29	1.78
1973	Manassa San Luis Valley	1.88	0.40	1.48
1974	Manassa San Luis Valley	-	-	-
1975	Manassa San Luis Valley	-	-	-
1976	Manassa San Luis Valley	1.79	0.24	1.56
1977	Manassa San Luis Valley	-	-	-
1978	Manassa San Luis Valley	-	-	-
1979	Manassa San Luis Valley	2.01	0.24	1.77
1980	Manassa San Luis Valley	2.04	0.18	1.87
1981	Manassa San Luis Valley	2.01	0.47	1.54
1982	Manassa San Luis Valley	1.89	0.38	1.51
1983	Manassa San Luis Valley	2.02	0.20	1.82
1984	Manassa San Luis Valley	1.91	0.39	1.51
1985	Manassa San Luis Valley	1.90	0.50	1.39
1986	Manassa San Luis Valley	1.79	0.48	1.31
1987	Manassa San Luis Valley	-	-	-
1988	Manassa San Luis Valley	2.01	0.29	1.72
1989	Manassa San Luis Valley	2.01	0.19	1.82
1990	Manassa San Luis Valley	1.99	0.38	1.62
1991	Manassa San Luis Valley	1.92	0.28	1.64
1992	Manassa San Luis Valley	1.86	0.38	1.49
1993	Manassa San Luis Valley	1.92	0.35	1.57
1994	Manassa San Luis Valley	2.02	0.37	1.66
1995	Manassa San Luis Valley	2.00	0.30	1.69
1996	Manassa San Luis Valley	2.03	0.38	1.65

1997	Manassa San Luis Valley	2.05	0.34	1.71
1998	Manassa San Luis Valley	2.16	0.44	1.72
1999	Manassa San Luis Valley	2.02	0.42	1.60
2000	Manassa San Luis Valley	2.20	0.37	1.83
2001	Manassa San Luis Valley	2.14	0.24	1.90
2002	Manassa San Luis Valley	2.19	0.37	1.82
2003	Manassa San Luis Valley	2.28	0.32	1.96
2004	Manassa San Luis Valley	1.89	0.15	1.74
2005	Manassa San Luis Valley	2.16	0.32	1.84
2006	Manassa San Luis Valley	-	-	-
2007	Manassa San Luis Valley	2.15	0.37	1.78
2008	Manassa San Luis Valley	2.04	0.31	1.72
2009	Manassa San Luis Valley	1.89	0.28	1.61
2010	Manassa San Luis Valley	2.20	0.26	1.94
2011	Manassa San Luis Valley	2.22	0.24	1.99
2012	Manassa San Luis Valley	2.20	0.28	1.92
2013	Manassa San Luis Valley	2.17	0.49	1.68
2014	Manassa San Luis Valley	2.15	0.27	1.88
2015	Manassa San Luis Valley	-	-	-
2016	Manassa San Luis Valley	-	-	-
2017	Manassa San Luis Valley	-	-	-
2018	Manassa San Luis Valley	-	-	-
2019	Manassa San Luis Valley	-	-	-
2020	Manassa San Luis Valley	2.02	0.24	1.78
2021	Manassa San Luis Valley	2.03	0.24	1.80

StateCU Blaney-Criddle Results								
Small Grains IWR								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total (ft)
1955	0.00	0.04	0.49	0.52	0.34	0.01	-	1.38
1956	-	-	-	-	-	-	-	-
1957	-	0.00	0.42	0.53	0.32	0.06	-	1.33
1958	0.00	0.11	0.51	0.59	0.37	0.01	-	1.59
1959	-	-	-	-	-	-	-	-
1960	0.01	0.15	0.50	0.46	0.31	-	-	1.43
1961	-	-	-	-	-	-	-	-
1962	-	-	-	-	-	-	-	-
1963	-	-	-	-	-	-	-	-
1964	-	-	-	-	-	-	-	-
1965	-	-	-	-	-	-	-	-
1966	-	-	-	-	-	-	-	-
1967	-	-	-	-	-	-	-	-
1968	-	-	-	-	-	-	-	-
1969	-	-	-	-	-	-	-	-
1970	-	-	-	-	-	-	-	-
1971	-	0.09	0.50	0.60	0.32	0.00	-	1.50
1972	-	-	-	-	-	-	-	-
1973	-	0.06	0.49	0.48	0.33	0.00	-	1.36
1974	-	-	-	-	-	-	-	-
1975	-	-	-	-	-	-	-	-
1976	-	-	-	-	-	-	-	-
1977	-	-	-	-	-	-	-	-
1978	-	-	-	-	-	-	-	-
1979	-	-	-	-	-	-	-	-
1980	-	0.06	0.55	0.68	0.38	0.01	-	1.69
1981	0.07	0.24	0.64	0.42	0.00	-	-	1.36
1982	-	0.04	0.42	0.61	0.30	0.00	-	1.37
1983	-	-	-	-	-	-	-	-
1984	-	-	-	-	-	-	-	-
1985	-	-	-	-	-	-	-	-
1986	-	-	-	-	-	-	-	-
1987	-	-	-	-	-	-	-	-
1988	-	-	-	-	-	-	-	-
1989	-	-	-	-	-	-	-	-
1990	-	-	-	-	-	-	-	-
1991	-	-	-	-	-	-	-	-
1992	-	-	-	-	-	-	-	-
1993	-	-	-	-	-	-	-	-
1994	-	-	-	-	-	-	-	-
1995	-	-	-	-	-	-	-	-
1996	-	-	-	-	-	-	-	-
1997	-	-	-	-	-	-	-	-
1998	-	-	-	-	-	-	-	-
1999	-	-	-	-	-	-	-	-
2000	0.02	0.39	0.66	0.46	0.03	0.00	-	1.57
2001	-	-	-	-	-	-	-	-
2002	0.09	0.37	0.76	0.54	0.04	-	-	1.80

2003	-	-	-	-	-	-	-	-
2004	-	-	-	-	-	-	-	-
2005	-	-	-	-	-	-	-	-
2006	-	-	-	-	-	-	-	-
2007	0.03	0.23	0.64	0.41	0.16	-	-	1.47
2008	0.02	0.17	0.59	0.46	0.21	-	-	1.45
2009	0.00	0.25	0.46	0.54	0.24	-	-	1.49
2010	-	-	-	-	-	-	-	-
2011	0.03	0.24	0.72	0.59	0.17	-	-	1.75
2012	0.09	0.29	0.79	0.51	0.03	-	-	1.71
2013	0.02	0.25	0.71	0.50	0.16	-	-	1.64
2014	0.02	0.21	0.64	0.47	0.19	-	-	1.52
2015	-	-	-	-	-	-	-	-
2016	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-
2020	0.03	0.25	0.60	0.45	0.21	-	-	1.52
2021	0.01	0.05	0.51	0.57	0.32	0.00	-	1.46

StateCU Blaney-Criddle Results				
Small Grains				
Year	**Climate Station Used**	**Evapotranspiration (ft)**	**Precipitation (ft)**	**Irrigation Water Requirement (ft)**
1955	Manassa San Luis Valley	1.75	0.36	1.38
1956	Manassa San Luis Valley	-	-	-
1957	Manassa San Luis Valley	1.77	0.44	1.33
1958	Manassa San Luis Valley	1.80	0.21	1.59
1959	Manassa San Luis Valley	-	-	-
1960	Manassa San Luis Valley	1.67	0.25	1.43
1961	Manassa San Luis Valley	-	-	-
1962	Manassa San Luis Valley	-	-	-
1963	Manassa San Luis Valley	-	-	-
1964	Manassa San Luis Valley	-	-	-
1965	Manassa San Luis Valley	-	-	-
1966	Manassa San Luis Valley	-	-	-
1967	Manassa San Luis Valley	-	-	-
1968	Manassa San Luis Valley	-	-	-
1969	Manassa San Luis Valley	-	-	-
1970	Manassa San Luis Valley	-	-	-
1971	Manassa San Luis Valley	1.73	0.23	1.50
1972	Manassa San Luis Valley	-	-	-
1973	Manassa San Luis Valley	1.64	0.28	1.36
1974	Manassa San Luis Valley	-	-	-
1975	Manassa San Luis Valley	-	-	-
1976	Manassa San Luis Valley	-	-	-
1977	Manassa San Luis Valley	-	-	-
1978	Manassa San Luis Valley	-	-	-
1979	Manassa San Luis Valley	-	-	-
1980	Manassa San Luis Valley	1.92	0.21	1.71
1981	Manassa San Luis Valley	1.76	0.40	1.36
1982	Manassa San Luis Valley	1.70	0.33	1.37
1983	Manassa San Luis Valley	-	-	-
1984	Manassa San Luis Valley	-	-	-
1985	Manassa San Luis Valley	-	-	-
1986	Manassa San Luis Valley	-	-	-
1987	Manassa San Luis Valley	-	-	-
1988	Manassa San Luis Valley	-	-	-
1989	Manassa San Luis Valley	-	-	-
1990	Manassa San Luis Valley	-	-	-
1991	Manassa San Luis Valley	-	-	-
1992	Manassa San Luis Valley	-	-	-
1993	Manassa San Luis Valley	-	-	-
1994	Manassa San Luis Valley	-	-	-
1995	Manassa San Luis Valley	-	-	-
1996	Manassa San Luis Valley	-	-	-

1997	Manassa San Luis Valley	-	-	-
1998	Manassa San Luis Valley	-	-	-
1999	Manassa San Luis Valley	-	-	-
2000	Manassa San Luis Valley	1.87	0.30	1.57
2001	Manassa San Luis Valley	-	-	-
2002	Manassa San Luis Valley	1.91	0.11	1.80
2003	Manassa San Luis Valley	-	-	-
2004	Manassa San Luis Valley	-	-	-
2005	Manassa San Luis Valley	-	-	-
2006	Manassa San Luis Valley	-	-	-
2007	Manassa San Luis Valley	1.78	0.30	1.47
2008	Manassa San Luis Valley	1.75	0.30	1.45
2009	Manassa San Luis Valley	1.72	0.24	1.49
2010	Manassa San Luis Valley	-	-	-
2011	Manassa San Luis Valley	1.88	0.13	1.75
2012	Manassa San Luis Valley	1.92	0.21	1.71
2013	Manassa San Luis Valley	1.86	0.22	1.64
2014	Manassa San Luis Valley	1.74	0.22	1.52
2015	Manassa San Luis Valley	-	-	-
2016	Manassa San Luis Valley	-	-	-
2017	Manassa San Luis Valley	-	-	-
2018	Manassa San Luis Valley	-	-	-
2019	Manassa San Luis Valley	-	-	-
2020	Manassa San Luis Valley	1.74	0.21	1.52
2021	Manassa San Luis Valley	1.83	0.37	1.46

StateCU Blaney-Criddle Results								
Monthly Alfalfa IWR For Station: USW00023061 ALAMOSA SAN LUIS VALLEY								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total (ft)
1955	0.03	0.34	0.62	0.55	0.51	0.33	0.12	2.51
1956	0.06	0.52	0.75	0.58	0.44	0.36	0.11	2.83
1957	0.01	0.26	0.66	0.44	0.54	0.31	0.10	2.31
1958	0.04	0.52	0.73	0.55	0.58	0.32	0.09	2.83
1959	0.06	0.38	0.73	0.53	0.49	0.17	0.03	2.39
1960	0.08	0.43	0.66	0.56	0.55	0.33	0.06	2.67
1961	0.05	0.44	0.66	0.52	0.45	0.19	0.04	2.35
1962	0.10	0.45	0.61	0.54	0.55	0.27	0.14	2.65
1963	0.09	0.53	0.59	0.57	0.46	0.36	0.18	2.79
1964	0.04	0.45	0.62	0.59	0.51	0.25	0.13	2.59
1965	0.07	0.39	0.47	0.50	0.47	0.18	0.08	2.16
1966	0.08	0.49	0.60	0.62	0.47	0.33	0.09	2.69
1967	0.06	0.33	0.55	0.49	0.30	0.28	0.09	2.10
1968	0.01	0.41	0.68	0.34	0.37	0.26	0.12	2.19
1969	0.09	0.50	0.40	0.51	0.56	0.23	0.00	2.28
1970	0.02	0.42	0.58	0.54	0.52	0.18	0.02	2.28
1971	0.03	0.31	0.65	0.40	0.50	0.19	0.06	2.13
1972	0.09	0.45	0.66	0.54	0.48	0.27	0.04	2.53
1973	0.01	0.32	0.60	0.50	0.52	0.23	0.09	2.26
1974	0.05	0.53	0.62	0.46	0.46	0.26	0.10	2.48
1975	-	0.39	0.57	0.58	0.49	0.21	0.06	2.29
1976	0.08	0.42	0.62	0.51	0.44	0.27	0.05	2.37
1977	0.07	0.44	0.63	0.46	0.56	0.27	0.14	2.56
1978	0.09	0.29	0.60	0.55	0.51	0.33	0.10	2.46
1979	0.07	0.40	0.57	0.58	0.43	0.33	0.12	2.49
1980	0.01	0.33	0.73	0.63	0.55	0.31	0.05	2.61
1981	0.11	0.38	0.68	0.53	0.42	0.24	0.10	2.46
1982	0.04	0.38	0.58	0.56	0.57	0.20	0.07	2.41
1983	-	0.28	0.49	0.59	0.56	0.34	0.11	2.37
1984	0.05	0.57	0.60	0.59	0.51	0.32	0.03	2.67
1985	0.06	0.46	0.65	0.50	0.52	0.19	0.03	2.41
1986	0.05	0.41	0.63	0.54	0.54	0.20	0.04	2.41
1987	0.06	0.40	0.69	0.60	0.49	0.28	0.12	2.64
1988	0.08	0.42	0.66	0.56	0.53	0.26	0.14	2.64
1989	0.10	0.53	0.64	0.53	0.55	0.24	0.09	2.68
1990	0.02	0.38	0.71	0.45	0.45	0.27	0.10	2.38
1991	0.06	0.44	0.65	0.57	0.53	0.28	0.08	2.61
1992	0.12	0.45	0.55	0.46	0.40	0.29	0.13	2.41
1993	-	-	-	-	-	-	-	-
1994	0.08	0.38	0.73	0.58	0.51	0.24	0.06	2.57
1995	0.01	0.35	0.50	0.48	0.57	0.19	0.08	2.18
1996	0.07	0.59	0.59	0.58	0.51	0.25	0.03	2.62
1997	0.03	0.43	0.59	0.50	0.51	0.25	0.09	2.40
1998	0.03	0.48	0.61	0.51	0.52	0.31	0.04	2.50

1999	-	0.32	0.60	0.59	0.36	0.22	0.10	2.18
2000	0.08	0.55	0.65	0.59	0.55	0.34	0.06	2.82
2001	0.09	0.47	0.70	0.44	0.35	0.34	0.12	2.51
2002	0.10	0.48	0.75	0.58	0.55	0.23	0.07	2.76
2003	0.08	0.51	0.58	0.63	0.52	0.23	0.15	2.69
2004	0.06	0.52	0.62	0.52	0.51	0.26	0.08	2.56
2005	0.07	0.50	0.63	0.64	0.45	0.28	0.09	2.65
2006	0.10	0.54	0.72	0.42	0.52	0.23	0.04	2.56
2007	0.04	0.46	0.68	0.46	0.61	0.28	0.12	2.64
2008	0.06	0.40	0.63	0.61	0.51	0.31	0.08	2.61
2009	0.06	0.49	0.58	0.58	0.49	0.24	0.03	2.48
2010	0.07	0.47	0.74	0.57	0.59	0.32	0.10	2.86
2011	0.09	0.41	0.72	0.69	0.56	0.26	0.08	2.81
2012	0.10	0.48	0.79	0.57	0.56	0.24	0.09	2.83
2013	0.07	0.42	0.69	0.57	0.44	0.16	0.08	2.42
2014	0.05	0.45	0.69	0.53	0.52	0.36	0.13	2.73
2015	0.08	0.32	0.67	0.50	0.58	0.32	0.14	2.60
2016	0.03	0.38	0.75	0.64	0.38	0.33	0.19	2.70
2017	0.07	0.37	0.73	0.40	0.51	0.22	0.14	2.45
2018	0.10	0.55	0.70	0.59	0.54	0.29	0.07	2.85
2019	0.06	0.33	0.62	0.62	0.55	0.33	0.06	2.58
2020	0.10	0.59	0.71	0.51	0.62	0.21	0.09	2.83
2021	0.09	0.37	0.69	0.60	0.62	0.36	0.09	2.83

StateCU Blaney-Criddle Results				
Alfalfa Yearly Summary For Station: USW00023061 ALAMOSA SAN LUIS VALLEY				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Alamosa San Luis Valley	2.79	0.29	2.51
1956	Alamosa San Luis Valley	2.98	0.16	2.83
1957	Alamosa San Luis Valley	2.70	0.40	2.31
1958	Alamosa San Luis Valley	3.07	0.24	2.83
1959	Alamosa San Luis Valley	2.93	0.54	2.39
1960	Alamosa San Luis Valley	2.92	0.25	2.66
1961	Alamosa San Luis Valley	2.86	0.51	2.35
1962	Alamosa San Luis Valley	2.85	0.20	2.65
1963	Alamosa San Luis Valley	3.12	0.33	2.79
1964	Alamosa San Luis Valley	2.88	0.29	2.59
1965	Alamosa San Luis Valley	2.73	0.57	2.16
1966	Alamosa San Luis Valley	2.97	0.28	2.69
1967	Alamosa San Luis Valley	2.71	0.62	2.10
1968	Alamosa San Luis Valley	2.67	0.48	2.19
1969	Alamosa San Luis Valley	2.92	0.64	2.28
1970	Alamosa San Luis Valley	2.73	0.45	2.28
1971	Alamosa San Luis Valley	2.65	0.52	2.13
1972	Alamosa San Luis Valley	2.92	0.39	2.53
1973	Alamosa San Luis Valley	2.71	0.45	2.26
1974	Alamosa San Luis Valley	2.83	0.35	2.48
1975	Alamosa San Luis Valley	2.59	0.31	2.29
1976	Alamosa San Luis Valley	2.73	0.36	2.37
1977	Alamosa San Luis Valley	3.03	0.49	2.54
1978	Alamosa San Luis Valley	2.84	0.37	2.46
1979	Alamosa San Luis Valley	2.80	0.31	2.49
1980	Alamosa San Luis Valley	2.83	0.21	2.61
1981	Alamosa San Luis Valley	3.00	0.54	2.46
1982	Alamosa San Luis Valley	2.72	0.30	2.41
1983	Alamosa San Luis Valley	2.67	0.30	2.37
1984	Alamosa San Luis Valley	2.95	0.28	2.67
1985	Alamosa San Luis Valley	2.91	0.51	2.41
1986	Alamosa San Luis Valley	2.79	0.38	2.41
1987	Alamosa San Luis Valley	2.88	0.24	2.64
1988	Alamosa San Luis Valley	2.96	0.32	2.64
1989	Alamosa San Luis Valley	2.95	0.27	2.68
1990	Alamosa San Luis Valley	2.94	0.57	2.38
1991	Alamosa San Luis Valley	2.90	0.29	2.61
1992	Alamosa San Luis Valley	2.89	0.48	2.41
1993	Alamosa San Luis Valley	-	-	-
1994	Alamosa San Luis Valley	2.94	0.37	2.57
1995	Alamosa San Luis Valley	2.59	0.42	2.18
1996	Alamosa San Luis Valley	2.92	0.30	2.62
1997	Alamosa San Luis Valley	2.80	0.40	2.40

1998	Alamosa San Luis Valley	2.87	0.36	2.51
1999	Alamosa San Luis Valley	2.63	0.45	2.18
2000	Alamosa San Luis Valley	3.08	0.26	2.82
2001	Alamosa San Luis Valley	3.07	0.56	2.51
2002	Alamosa San Luis Valley	3.00	0.23	2.76
2003	Alamosa San Luis Valley	3.05	0.36	2.69
2004	Alamosa San Luis Valley	2.82	0.26	2.56
2005	Alamosa San Luis Valley	3.03	0.38	2.65
2006	Alamosa San Luis Valley	3.02	0.46	2.56
2007	Alamosa San Luis Valley	3.08	0.44	2.64
2008	Alamosa San Luis Valley	2.84	0.23	2.61
2009	Alamosa San Luis Valley	2.86	0.38	2.48
2010	Alamosa San Luis Valley	3.11	0.25	2.86
2011	Alamosa San Luis Valley	3.05	0.24	2.81
2012	Alamosa San Luis Valley	3.16	0.32	2.84
2013	Alamosa San Luis Valley	2.97	0.56	2.42
2014	Alamosa San Luis Valley	3.03	0.30	2.73
2015	Alamosa San Luis Valley	3.12	0.52	2.60
2016	Alamosa San Luis Valley	3.10	0.40	2.70
2017	Alamosa San Luis Valley	3.04	0.60	2.44
2018	Alamosa San Luis Valley	3.18	0.34	2.85
2019	Alamosa San Luis Valley	2.86	0.28	2.58
2020	Alamosa San Luis Valley	3.19	0.36	2.83
2021	Alamosa San Luis Valley	3.18	0.35	2.83

StateCU Blaney-Criddle Results								
Grass Pasture Monthly IWR For Station: USW00023061 ALAMOSA SAN LUIS VALLEY								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total
1955	0.02	0.17	0.52	0.53	0.41	0.37	0.19	2.21
1956	0.06	0.31	0.64	0.56	0.35	0.40	0.17	2.49
1957	0.00	0.11	0.56	0.41	0.44	0.34	0.15	2.02
1958	0.03	0.31	0.62	0.53	0.48	0.36	0.15	2.47
1959	0.07	0.20	0.62	0.50	0.39	0.20	0.08	2.06
1960	0.11	0.26	0.55	0.54	0.45	0.37	0.12	2.39
1961	0.04	0.25	0.56	0.50	0.35	0.23	0.09	2.01
1962	0.16	0.27	0.51	0.52	0.45	0.30	0.22	2.43
1963	0.11	0.32	0.49	0.55	0.36	0.40	0.29	2.52
1964	0.03	0.26	0.52	0.56	0.42	0.29	0.19	2.27
1965	0.07	0.22	0.38	0.48	0.38	0.21	0.16	1.90
1966	0.09	0.29	0.50	0.59	0.38	0.37	0.16	2.37
1967	0.06	0.16	0.46	0.46	0.21	0.31	0.15	1.81
1968	0.01	0.25	0.58	0.32	0.28	0.29	0.19	1.91
1969	0.13	0.29	0.31	0.48	0.45	0.26	0.03	1.95
1970	0.01	0.23	0.49	0.51	0.42	0.21	0.05	1.92
1971	0.02	0.16	0.55	0.38	0.40	0.22	0.10	1.83
1972	0.12	0.27	0.56	0.51	0.39	0.30	0.12	2.27
1973	0.01	0.14	0.50	0.48	0.43	0.26	0.16	1.97
1974	0.05	0.32	0.52	0.43	0.37	0.29	0.18	2.16
1975	-	0.25	0.47	0.55	0.40	0.24	0.11	2.02
1976	0.10	0.23	0.52	0.48	0.35	0.30	0.08	2.06
1977	0.10	0.26	0.52	0.43	0.46	0.30	0.21	2.29
1978	0.13	0.13	0.50	0.52	0.42	0.36	0.17	2.23
1979	0.07	0.21	0.48	0.55	0.34	0.36	0.20	2.21
1980	0.00	0.16	0.62	0.60	0.46	0.35	0.09	2.28
1981	0.21	0.20	0.57	0.50	0.33	0.28	0.16	2.25
1982	0.03	0.21	0.50	0.54	0.47	0.23	0.12	2.10
1983	-	0.16	0.40	0.56	0.46	0.38	0.16	2.13
1984	0.04	0.34	0.50	0.56	0.42	0.36	0.07	2.29
1985	0.12	0.27	0.55	0.47	0.42	0.22	0.09	2.14
1986	0.10	0.23	0.53	0.51	0.44	0.23	0.07	2.12
1987	0.09	0.21	0.59	0.57	0.40	0.31	0.19	2.36
1988	0.11	0.24	0.56	0.53	0.43	0.29	0.22	2.37
1989	0.22	0.32	0.54	0.50	0.46	0.28	0.14	2.46
1990	0.07	0.21	0.60	0.42	0.36	0.31	0.17	2.13
1991	0.06	0.25	0.54	0.55	0.43	0.32	0.14	2.28
1992	0.24	0.24	0.45	0.44	0.31	0.33	0.20	2.20
1993	-	-	-	-	-	-	-	-
1994	0.08	0.18	0.62	0.55	0.41	0.27	0.11	2.23
1995	0.00	0.19	0.41	0.46	0.46	0.22	0.13	1.88
1996	0.09	0.36	0.49	0.55	0.42	0.28	0.06	2.24
1997	0.02	0.25	0.50	0.47	0.42	0.29	0.14	2.08

1998	0.03	0.29	0.52	0.50	0.42	0.35	0.10	2.19
1999	-	0.18	0.51	0.57	0.26	0.25	0.15	1.92
2000	0.16	0.33	0.55	0.56	0.45	0.37	0.12	2.54
2001	0.17	0.25	0.59	0.41	0.26	0.38	0.19	2.24
2002	0.23	0.29	0.64	0.55	0.46	0.26	0.11	2.55
2003	0.09	0.31	0.49	0.60	0.42	0.26	0.24	2.40
2004	0.09	0.31	0.53	0.50	0.42	0.29	0.13	2.26
2005	0.10	0.29	0.53	0.61	0.36	0.31	0.18	2.38
2006	0.17	0.32	0.61	0.39	0.42	0.26	0.09	2.27
2007	0.07	0.26	0.57	0.43	0.50	0.32	0.19	2.34
2008	0.05	0.23	0.54	0.59	0.41	0.35	0.14	2.31
2009	0.06	0.27	0.49	0.55	0.40	0.28	0.07	2.12
2010	0.09	0.28	0.63	0.55	0.49	0.36	0.17	2.56
2011	0.14	0.25	0.61	0.66	0.46	0.29	0.14	2.54
2012	0.26	0.26	0.67	0.54	0.46	0.28	0.15	2.64
2013	0.07	0.25	0.58	0.54	0.34	0.19	0.13	2.10
2014	0.08	0.27	0.59	0.50	0.43	0.40	0.22	2.49
2015	0.14	0.14	0.56	0.47	0.48	0.36	0.25	2.40
2016	0.04	0.20	0.63	0.61	0.29	0.37	0.29	2.43
2017	0.16	0.19	0.62	0.38	0.42	0.26	0.22	2.24
2018	0.20	0.33	0.59	0.56	0.45	0.33	0.13	2.60
2019	0.13	0.17	0.53	0.60	0.45	0.37	0.09	2.34
2020	0.25	0.35	0.61	0.49	0.52	0.24	0.16	2.62
2021	0.11	0.17	0.58	0.57	0.52	0.40	0.15	2.50

StateCU Blaney-Criddle Results				
Grass Pasture Yearly Summary For Station: USW00023061 ALAMOSA SAN LUIS VALLEY				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Alamosa San Luis Valley	2.49	0.29	2.21
1956	Alamosa San Luis Valley	2.65	0.16	2.49
1957	Alamosa San Luis Valley	2.41	0.40	2.02
1958	Alamosa San Luis Valley	2.71	0.24	2.47
1959	Alamosa San Luis Valley	2.60	0.54	2.06
1960	Alamosa San Luis Valley	2.65	0.25	2.39
1961	Alamosa San Luis Valley	2.52	0.51	2.01
1962	Alamosa San Luis Valley	2.63	0.20	2.43
1963	Alamosa San Luis Valley	2.85	0.33	2.52
1964	Alamosa San Luis Valley	2.56	0.29	2.27
1965	Alamosa San Luis Valley	2.47	0.57	1.90
1966	Alamosa San Luis Valley	2.66	0.28	2.37
1967	Alamosa San Luis Valley	2.43	0.62	1.82
1968	Alamosa San Luis Valley	2.39	0.48	1.91
1969	Alamosa San Luis Valley	2.58	0.64	1.94
1970	Alamosa San Luis Valley	2.36	0.45	1.92
1971	Alamosa San Luis Valley	2.35	0.52	1.83
1972	Alamosa San Luis Valley	2.66	0.39	2.27
1973	Alamosa San Luis Valley	2.42	0.45	1.96
1974	Alamosa San Luis Valley	2.51	0.35	2.16
1975	Alamosa San Luis Valley	2.33	0.31	2.02
1976	Alamosa San Luis Valley	2.42	0.36	2.06
1977	Alamosa San Luis Valley	2.76	0.47	2.29
1978	Alamosa San Luis Valley	2.61	0.37	2.23
1979	Alamosa San Luis Valley	2.52	0.31	2.21
1980	Alamosa San Luis Valley	2.50	0.21	2.28
1981	Alamosa San Luis Valley	2.79	0.54	2.25
1982	Alamosa San Luis Valley	2.41	0.30	2.10
1983	Alamosa San Luis Valley	2.43	0.30	2.13
1984	Alamosa San Luis Valley	2.57	0.28	2.29
1985	Alamosa San Luis Valley	2.65	0.51	2.14
1986	Alamosa San Luis Valley	2.50	0.38	2.12
1987	Alamosa San Luis Valley	2.60	0.24	2.36
1988	Alamosa San Luis Valley	2.69	0.32	2.37
1989	Alamosa San Luis Valley	2.73	0.27	2.46
1990	Alamosa San Luis Valley	2.70	0.57	2.13
1991	Alamosa San Luis Valley	2.57	0.29	2.28
1992	Alamosa San Luis Valley	2.68	0.48	2.21
1993	Alamosa San Luis Valley	-	-	-
1994	Alamosa San Luis Valley	2.60	0.37	2.23
1995	Alamosa San Luis Valley	2.30	0.42	1.88
1996	Alamosa San Luis Valley	2.54	0.30	2.24
1997	Alamosa San Luis Valley	2.48	0.40	2.08

1998	Alamosa San Luis Valley	2.55	0.36	2.19
1999	Alamosa San Luis Valley	2.37	0.45	1.92
2000	Alamosa San Luis Valley	2.80	0.26	2.54
2001	Alamosa San Luis Valley	2.80	0.56	2.24
2002	Alamosa San Luis Valley	2.79	0.23	2.55
2003	Alamosa San Luis Valley	2.76	0.36	2.40
2004	Alamosa San Luis Valley	2.53	0.26	2.26
2005	Alamosa San Luis Valley	2.76	0.38	2.38
2006	Alamosa San Luis Valley	2.73	0.46	2.27
2007	Alamosa San Luis Valley	2.79	0.44	2.34
2008	Alamosa San Luis Valley	2.53	0.23	2.30
2009	Alamosa San Luis Valley	2.50	0.38	2.12
2010	Alamosa San Luis Valley	2.81	0.25	2.57
2011	Alamosa San Luis Valley	2.78	0.24	2.54
2012	Alamosa San Luis Valley	2.95	0.32	2.63
2013	Alamosa San Luis Valley	2.65	0.56	2.10
2014	Alamosa San Luis Valley	2.79	0.30	2.49
2015	Alamosa San Luis Valley	2.92	0.52	2.40
2016	Alamosa San Luis Valley	2.83	0.40	2.43
2017	Alamosa San Luis Valley	2.84	0.60	2.24
2018	Alamosa San Luis Valley	2.92	0.34	2.59
2019	Alamosa San Luis Valley	2.62	0.28	2.34
2020	Alamosa San Luis Valley	2.98	0.36	2.62
2021	Alamosa San Luis Valley	2.85	0.35	2.50

StateCU Blaney-Criddle Results								
New Alfalfa Monthly IWR For Station: USW00023061 ALAMOSA SAN LUIS VALLEY								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total
1955	-	-	0.31	0.55	0.51	0.33	0.12	1.83
1956	-	-	0.36	0.58	0.44	0.36	0.11	1.85
1957	-	-	0.33	0.44	0.54	0.31	0.10	1.71
1958	-	-	0.35	0.55	0.58	0.32	0.09	1.89
1959	-	-	0.35	0.53	0.49	0.17	0.03	1.56
1960	-	-	0.32	0.56	0.55	0.33	0.06	1.82
1961	-	-	0.32	0.52	0.45	0.19	0.04	1.52
1962	-	-	0.30	0.54	0.55	0.27	0.14	1.79
1963	-	-	0.30	0.57	0.46	0.36	0.18	1.88
1964	-	-	0.31	0.59	0.51	0.25	0.13	1.79
1965	-	-	0.24	0.50	0.47	0.18	0.08	1.47
1966	-	-	0.31	0.62	0.47	0.33	0.09	1.82
1967	-	-	0.28	0.49	0.30	0.28	0.09	1.44
1968	-	-	0.33	0.34	0.37	0.26	0.12	1.43
1969	-	-	0.21	0.51	0.56	0.23	0.00	1.50
1970	-	-	0.30	0.54	0.52	0.18	0.02	1.56
1971	-	-	0.32	0.40	0.50	0.19	0.06	1.46
1972	-	-	0.32	0.54	0.48	0.27	0.04	1.65
1973	-	-	0.25	0.50	0.52	0.23	0.09	1.59
1974	-	-	0.30	0.46	0.46	0.26	0.10	1.58
1975	-	-	0.29	0.58	0.49	0.21	0.06	1.62
1976	-	-	0.31	0.51	0.44	0.27	0.05	1.58
1977	-	-	0.30	0.46	0.56	0.27	0.14	1.73
1978	-	-	0.29	0.55	0.51	0.33	0.10	1.78
1979	-	-	0.28	0.58	0.43	0.33	0.12	1.74
1980	-	-	0.36	0.63	0.55	0.31	0.05	1.90
1981	-	-	0.33	0.53	0.42	0.24	0.10	1.62
1982	-	-	0.30	0.56	0.57	0.20	0.07	1.70
1983	-	-	0.25	0.59	0.56	0.34	0.11	1.85
1984	-	-	0.30	0.59	0.51	0.32	0.03	1.76
1985	-	-	0.32	0.50	0.52	0.19	0.03	1.55
1986	-	-	0.30	0.54	0.54	0.20	0.04	1.62
1987	-	-	0.34	0.60	0.49	0.28	0.12	1.82
1988	-	-	0.32	0.56	0.53	0.26	0.14	1.80
1989	-	-	0.32	0.53	0.55	0.24	0.09	1.73
1990	-	-	0.34	0.45	0.45	0.27	0.10	1.60
1991	-	-	0.32	0.57	0.53	0.28	0.08	1.78
1992	-	-	0.26	0.46	0.40	0.29	0.13	1.55
1993	-	-	-	-	-	-	-	-
1994	-	-	0.35	0.58	0.51	0.24	0.06	1.73
1995	-	-	0.24	0.48	0.57	0.19	0.08	1.57
1996	-	-	0.29	0.58	0.51	0.25	0.03	1.67
1997	-	-	0.29	0.50	0.51	0.25	0.09	1.63

1998	-	-	0.31	0.53	0.52	0.31	0.04	1.70
1999	-	-	0.30	0.59	0.36	0.22	0.10	1.57
2000	-	-	0.32	0.59	0.55	0.34	0.06	1.86
2001	-	-	0.35	0.44	0.35	0.34	0.12	1.60
2002	-	-	0.36	0.58	0.55	0.23	0.07	1.79
2003	-	-	0.30	0.63	0.52	0.23	0.15	1.83
2004	-	-	0.30	0.52	0.51	0.26	0.08	1.67
2005	-	-	0.32	0.64	0.45	0.28	0.09	1.78
2006	-	-	0.35	0.42	0.52	0.23	0.04	1.55
2007	-	-	0.34	0.46	0.61	0.28	0.12	1.80
2008	-	-	0.32	0.61	0.51	0.31	0.08	1.83
2009	-	-	0.29	0.58	0.49	0.24	0.03	1.64
2010	-	-	0.36	0.57	0.59	0.32	0.10	1.94
2011	-	-	0.36	0.69	0.56	0.26	0.08	1.96
2012	-	-	0.38	0.57	0.56	0.25	0.09	1.85
2013	-	-	0.33	0.57	0.44	0.16	0.08	1.57
2014	-	-	0.34	0.53	0.52	0.36	0.13	1.88
2015	-	-	0.31	0.50	0.58	0.32	0.14	1.85
2016	-	-	0.36	0.64	0.38	0.33	0.19	1.90
2017	-	-	0.36	0.40	0.51	0.22	0.14	1.63
2018	-	-	0.34	0.59	0.54	0.29	0.07	1.84
2019	-	-	0.31	0.62	0.55	0.33	0.06	1.88
2020	-	-	0.35	0.51	0.62	0.21	0.09	1.78
2021	-	-	0.34	0.60	0.62	0.36	0.09	2.01

StateCU Blaney-Criddle Results				
New Alfalfa Yearly Summary For Station: USW00023061 ALAMOSA SAN LUIS VALLEY				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Alamosa San Luis Valley	2.01	0.18	1.83
1956	Alamosa San Luis Valley	1.97	0.12	1.85
1957	Alamosa San Luis Valley	1.96	0.26	1.71
1958	Alamosa San Luis Valley	2.08	0.19	1.89
1959	Alamosa San Luis Valley	1.99	0.43	1.56
1960	Alamosa San Luis Valley	2.02	0.20	1.82
1961	Alamosa San Luis Valley	1.94	0.42	1.52
1962	Alamosa San Luis Valley	1.95	0.16	1.79
1963	Alamosa San Luis Valley	2.17	0.29	1.88
1964	Alamosa San Luis Valley	2.02	0.23	1.79
1965	Alamosa San Luis Valley	1.92	0.45	1.47
1966	Alamosa San Luis Valley	2.05	0.23	1.82
1967	Alamosa San Luis Valley	1.91	0.47	1.44
1968	Alamosa San Luis Valley	1.89	0.46	1.43
1969	Alamosa San Luis Valley	2.00	0.50	1.50
1970	Alamosa San Luis Valley	1.92	0.36	1.56
1971	Alamosa San Luis Valley	1.89	0.43	1.46
1972	Alamosa San Luis Valley	2.01	0.36	1.65
1973	Alamosa San Luis Valley	1.91	0.28	1.63
1974	Alamosa San Luis Valley	1.89	0.31	1.58
1975	Alamosa San Luis Valley	1.90	0.28	1.62
1976	Alamosa San Luis Valley	1.85	0.28	1.58
1977	Alamosa San Luis Valley	2.09	0.36	1.73
1978	Alamosa San Luis Valley	1.97	0.20	1.78
1979	Alamosa San Luis Valley	1.93	0.20	1.74
1980	Alamosa San Luis Valley	2.02	0.11	1.91
1981	Alamosa San Luis Valley	2.04	0.43	1.62
1982	Alamosa San Luis Valley	1.95	0.25	1.70
1983	Alamosa San Luis Valley	2.04	0.19	1.85
1984	Alamosa San Luis Valley	1.99	0.24	1.76
1985	Alamosa San Luis Valley	1.97	0.42	1.55
1986	Alamosa San Luis Valley	1.87	0.25	1.62
1987	Alamosa San Luis Valley	1.95	0.12	1.82
1988	Alamosa San Luis Valley	2.03	0.23	1.80
1989	Alamosa San Luis Valley	1.99	0.25	1.73
1990	Alamosa San Luis Valley	2.01	0.41	1.60
1991	Alamosa San Luis Valley	2.01	0.23	1.78
1992	Alamosa San Luis Valley	1.89	0.34	1.55
1993	Alamosa San Luis Valley	-	-	-
1994	Alamosa San Luis Valley	1.95	0.22	1.73
1995	Alamosa San Luis Valley	1.89	0.32	1.57
1996	Alamosa San Luis Valley	1.90	0.23	1.66
1997	Alamosa San Luis Valley	1.95	0.33	1.63

1998	Alamosa San Luis Valley	2.04	0.34	1.70
1999	Alamosa San Luis Valley	1.93	0.36	1.57
2000	Alamosa San Luis Valley	2.06	0.20	1.86
2001	Alamosa San Luis Valley	2.05	0.45	1.60
2002	Alamosa San Luis Valley	2.01	0.22	1.79
2003	Alamosa San Luis Valley	2.15	0.32	1.83
2004	Alamosa San Luis Valley	1.87	0.20	1.67
2005	Alamosa San Luis Valley	2.09	0.31	1.78
2006	Alamosa San Luis Valley	1.98	0.42	1.55
2007	Alamosa San Luis Valley	2.14	0.33	1.80
2008	Alamosa San Luis Valley	2.02	0.19	1.83
2009	Alamosa San Luis Valley	1.87	0.23	1.64
2010	Alamosa San Luis Valley	2.16	0.21	1.94
2011	Alamosa San Luis Valley	2.18	0.22	1.96
2012	Alamosa San Luis Valley	2.08	0.23	1.85
2013	Alamosa San Luis Valley	2.09	0.51	1.57
2014	Alamosa San Luis Valley	2.11	0.23	1.88
2015	Alamosa San Luis Valley	2.00	0.32	1.69
2016	Alamosa San Luis Valley	2.13	0.24	1.90
2017	Alamosa San Luis Valley	2.09	0.46	1.63
2018	Alamosa San Luis Valley	2.13	0.29	1.84
2019	Alamosa San Luis Valley	2.03	0.15	1.88
2020	Alamosa San Luis Valley	2.11	0.33	1.78
2021	Alamosa San Luis Valley	2.18	0.17	2.01

StateCU Blaney-Criddle Results								
Small Grains Monthly IWR For Station: USW00023061 ALAMOSA SAN LUIS VALLEY								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total
1955	0.00	0.04	0.46	0.69	0.40	0.02	-	1.60
1956	0.00	0.18	0.61	0.60	0.27	0.00	-	1.66
1957	-	0.00	0.45	0.62	0.42	0.06	-	1.56
1958	0.00	0.16	0.58	0.61	0.41	0.00	-	1.76
1959	0.00	0.08	0.59	0.54	0.30	0.00	-	1.51
1960	0.01	0.16	0.55	0.56	0.33	0.00	-	1.61
1961	0.00	0.13	0.53	0.54	0.25	0.00	-	1.45
1962	0.03	0.22	0.56	0.50	0.21	-	-	1.52
1963	0.02	0.23	0.51	0.53	0.17	-	-	1.46
1964	0.12	0.12	0.46	0.68	0.38	0.00	-	1.77
1965	0.00	0.11	0.36	0.53	0.31	0.00	-	1.32
1966	0.01	0.18	0.50	0.62	0.26	0.00	-	1.57
1967	0.00	0.05	0.42	0.55	0.16	0.00	-	1.18
1968	0.00	0.11	0.48	0.51	0.27	0.03	-	1.39
1969	0.02	0.21	0.33	0.46	0.23	-	-	1.25
1970	-	0.08	0.43	0.68	0.41	0.00	-	1.60
1971	-	0.04	0.47	0.51	0.36	0.00	-	1.38
1972	0.01	0.18	0.55	0.54	0.27	0.00	-	1.55
1973	-	0.01	0.44	0.56	0.35	0.00	-	1.36
1974	0.00	0.19	0.50	0.49	0.31	0.00	-	1.48
1975	-	0.10	0.38	0.76	0.38	0.00	-	1.62
1976	0.01	0.13	0.52	0.51	0.25	0.00	-	1.41
1977	0.00	0.18	0.54	0.43	0.30	-	-	1.45
1978	0.01	0.04	0.48	0.55	0.32	0.00	-	1.39
1979	0.00	0.10	0.45	0.59	0.25	0.00	-	1.40
1980	-	0.04	0.53	0.80	0.45	0.02	-	1.83
1981	0.05	0.20	0.65	0.48	0.06	-	-	1.44
1982	-	0.08	0.43	0.69	0.46	0.00	-	1.67
1983	-	0.03	0.31	0.78	0.44	0.06	-	1.62
1984	0.00	0.20	0.47	0.60	0.32	0.00	-	1.61
1985	0.00	0.21	0.58	0.46	0.20	-	-	1.44
1986	0.00	0.15	0.55	0.50	0.25	-	-	1.44
1987	0.00	0.12	0.60	0.58	0.26	-	-	1.56
1988	0.01	0.15	0.56	0.55	0.28	-	-	1.55
1989	0.04	0.29	0.60	0.48	0.18	-	-	1.59
1990	0.00	0.13	0.61	0.43	0.22	-	-	1.39
1991	0.00	0.13	0.51	0.60	0.36	0.00	-	1.61
1992	0.06	0.26	0.53	0.41	0.03	-	-	1.28
1993	-	-	-	-	-	-	-	-
1994	0.01	0.08	0.63	0.57	0.26	-	-	1.54
1995	0.00	0.06	0.32	0.64	0.44	0.00	-	1.47
1996	0.01	0.26	0.50	0.55	0.26	-	-	1.58
1997	-	0.11	0.44	0.60	0.39	0.00	-	1.54

1998	-	0.16	0.46	0.61	0.37	0.00	-	1.60
1999	-	0.04	0.41	0.77	0.24	0.02	-	1.48
2000	0.02	0.29	0.61	0.55	0.18	-	-	1.64
2001	0.02	0.20	0.64	0.39	0.05	-	-	1.31
2002	0.05	0.31	0.73	0.52	0.11	-	-	1.71
2003	0.01	0.20	0.48	0.63	0.30	0.00	-	1.62
2004	0.00	0.23	0.54	0.48	0.24	-	-	1.49
2005	0.00	0.20	0.55	0.59	0.18	-	-	1.53
2006	0.03	0.30	0.68	0.37	0.14	-	-	1.52
2007	0.00	0.18	0.59	0.43	0.33	-	-	1.53
2008	0.00	0.11	0.49	0.70	0.37	0.01	-	1.68
2009	0.00	0.17	0.51	0.55	0.26	-	-	1.48
2010	0.00	0.19	0.63	0.56	0.33	-	-	1.72
2011	0.01	0.16	0.61	0.69	0.32	0.00	-	1.79
2012	0.05	0.28	0.77	0.51	0.11	-	-	1.71
2013	0.00	0.14	0.54	0.63	0.27	0.00	-	1.58
2014	0.00	0.18	0.60	0.51	0.29	0.00	-	1.58
2015	0.01	0.07	0.58	0.46	0.28	-	-	1.39
2016	0.00	0.09	0.62	0.64	0.18	0.00	-	1.53
2017	0.01	0.12	0.65	0.36	0.23	-	-	1.36
2018	0.03	0.30	0.66	0.54	0.17	-	-	1.71
2019	0.00	0.11	0.54	0.59	0.29	-	-	1.53
2020	0.06	0.46	0.47	0.00	-	-	-	0.98
2021	0.02	0.09	0.60	0.57	0.35	-	-	1.62

StateCU Blaney-Criddle Results				
Small Grains Yearly Summary For Station: USW00023061 ALAMOSA SAN LUIS VALLEY				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Alamosa San Luis Valley	1.87	0.27	1.60
1956	Alamosa San Luis Valley	1.81	0.14	1.66
1957	Alamosa San Luis Valley	1.91	0.35	1.56
1958	Alamosa San Luis Valley	1.93	0.17	1.76
1959	Alamosa San Luis Valley	1.83	0.32	1.51
1960	Alamosa San Luis Valley	1.78	0.17	1.61
1961	Alamosa San Luis Valley	1.78	0.34	1.45
1962	Alamosa San Luis Valley	1.63	0.11	1.52
1963	Alamosa San Luis Valley	1.75	0.29	1.46
1964	Alamosa San Luis Valley	1.86	0.22	1.64
1965	Alamosa San Luis Valley	1.71	0.39	1.32
1966	Alamosa San Luis Valley	1.83	0.26	1.57
1967	Alamosa San Luis Valley	1.73	0.55	1.18
1968	Alamosa San Luis Valley	1.84	0.45	1.39
1969	Alamosa San Luis Valley	1.74	0.48	1.25
1970	Alamosa San Luis Valley	1.92	0.32	1.60
1971	Alamosa San Luis Valley	1.75	0.38	1.38
1972	Alamosa San Luis Valley	1.76	0.21	1.55
1973	Alamosa San Luis Valley	1.69	0.32	1.36
1974	Alamosa San Luis Valley	1.75	0.27	1.48
1975	Alamosa San Luis Valley	1.83	0.22	1.62
1976	Alamosa San Luis Valley	1.69	0.28	1.41
1977	Alamosa San Luis Valley	1.81	0.35	1.45
1978	Alamosa San Luis Valley	1.72	0.33	1.39
1979	Alamosa San Luis Valley	1.67	0.28	1.40
1980	Alamosa San Luis Valley	1.99	0.16	1.83
1981	Alamosa San Luis Valley	1.80	0.37	1.44
1982	Alamosa San Luis Valley	1.84	0.17	1.67
1983	Alamosa San Luis Valley	1.89	0.27	1.62
1984	Alamosa San Luis Valley	1.82	0.21	1.61
1985	Alamosa San Luis Valley	1.73	0.29	1.44
1986	Alamosa San Luis Valley	1.67	0.23	1.44
1987	Alamosa San Luis Valley	1.75	0.19	1.56
1988	Alamosa San Luis Valley	1.80	0.25	1.55
1989	Alamosa San Luis Valley	1.75	0.16	1.59
1990	Alamosa San Luis Valley	1.75	0.36	1.39
1991	Alamosa San Luis Valley	1.81	0.20	1.61
1992	Alamosa San Luis Valley	1.66	0.38	1.28
1993	Alamosa San Luis Valley	-	-	-
1994	Alamosa San Luis Valley	1.80	0.26	1.54
1995	Alamosa San Luis Valley	1.79	0.33	1.47
1996	Alamosa San Luis Valley	1.81	0.23	1.58
1997	Alamosa San Luis Valley	1.81	0.27	1.54

1998	Alamosa San Luis Valley	1.84	0.23	1.60
1999	Alamosa San Luis Valley	1.87	0.38	1.48
2000	Alamosa San Luis Valley	1.80	0.16	1.64
2001	Alamosa San Luis Valley	1.80	0.50	1.30
2002	Alamosa San Luis Valley	1.81	0.10	1.71
2003	Alamosa San Luis Valley	1.85	0.23	1.62
2004	Alamosa San Luis Valley	1.65	0.16	1.49
2005	Alamosa San Luis Valley	1.74	0.21	1.53
2006	Alamosa San Luis Valley	1.84	0.32	1.52
2007	Alamosa San Luis Valley	1.85	0.32	1.53
2008	Alamosa San Luis Valley	1.85	0.18	1.68
2009	Alamosa San Luis Valley	1.73	0.25	1.48
2010	Alamosa San Luis Valley	1.87	0.15	1.72
2011	Alamosa San Luis Valley	1.92	0.13	1.79
2012	Alamosa San Luis Valley	1.91	0.20	1.71
2013	Alamosa San Luis Valley	1.90	0.32	1.58
2014	Alamosa San Luis Valley	1.78	0.20	1.58
2015	Alamosa San Luis Valley	1.77	0.38	1.38
2016	Alamosa San Luis Valley	1.86	0.33	1.53
2017	Alamosa San Luis Valley	1.79	0.43	1.36
2018	Alamosa San Luis Valley	1.89	0.19	1.71
2019	Alamosa San Luis Valley	1.73	0.20	1.53
2020	Alamosa San Luis Valley	1.02	0.04	0.98
2021	Alamosa San Luis Valley	1.93	0.31	1.62

Attachment 6

Detailed HCU Analysis

1978CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	254.01
Small Grain	16.71	Small Grain Irr acres =	137.64
Alfalfa	29.54	Alfalfa Irr acres =	116.37

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1978	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00	238.02	83.31	0.00	0.00															
Apr	0.00	0.00	2630.12	920.54	589.15	488.99	466.58	0.09	5435.92		116.37	9.99	456.59	0.01	60879.33		137.64	1.03	11.02		
May	0.00	0.00	2864.17	1002.46	641.57	532.51	457.01	0.29	1580.45		116.37	33.65	423.36	0.04	12096.10		137.64	4.82	38.47		
Jun	0.00	0.00	3034.76	1062.17	679.79	564.22	406.71	0.60	674.11		116.37	70.21	336.50	0.48	696.21		137.64	66.53	136.74		
Jul	0.00	0.00	535.55	187.44	119.96	99.57	0.00	0.55	0.00		116.37	0.00	0.00	0.55	0.00		137.64	0.00	0.00		
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.51	0.00	*	116.37	0.00	0.00	0.32	0.00	*	137.64	0.00	0.00		
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33	0.00	*	116.37	0.00	0.00	0.00	0.00	*	137.64	0.00	0.00		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	*	116.37	0.00	0.00	0.00	0.00	*	137.64	0.00	0.00		
									Crop SW CU (ac-ft)			113.85			Crop SW CU (ac-ft)			72.38	186	292	**478**

1978 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	261.07
Small Grain	16.71	Small Grain Irr acres =	0.00
Alfalfa	29.54	Alfalfa Irr acres =	261.07

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1978	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	238.02	83.31	0.00	0.00	0.00								
Apr	0.00	0.00	2630.12	920.54	589.15	488.99	488.99	0.09	5696.99		261.07	22.41			
May	0.00	0.00	2864.17	1002.46	641.57	532.51	532.51	0.29	1841.52		261.07	75.49			
Jun	0.00	0.00	3034.76	1062.17	679.79	564.22	564.22	0.60	935.18		261.07	157.51			
Jul	0.00	0.00	535.55	187.44	119.96	99.57	99.57	0.55	181.31		261.07	99.57			
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.51	0.00	*	261.07	0.00			
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33	0.00	*	261.07	0.00			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	*	261.07	0.00			
									Crop SW CU (ac-ft)			354.98	355	0	**355**

1979CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	252.94
Small Grain	16.76	Small Grain Irr acres =	133.86
Alfalfa	30.55	Alfalfa Irr acres =	119.08

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1979	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	1253.57	438.75	280.80	233.06	217.02	0.07	3100.27		119.08	8.34	208.68	0.004	50083.84		133.86	0.56			8.89
May	249.92	249.92	3227.15	1129.50	882.83	732.75	635.99	0.41	1535.58		119.08	49.32	586.67	0.10	5966.11		133.86	13.16			62.48
Jun	208.27	208.27	2782.85	974.00	756.65	628.02	484.96	0.58	837.34		119.08	68.97	415.99	0.45	924.43		133.86	60.24			129.20
Jul	0.00	0.00	2796.74	978.86	626.47	519.97	378.33	0.56	678.62		119.08	66.39	311.94	0.59	527.23		133.86	79.20			145.59
Aug	0.00	0.00	892.58	312.40	199.94	165.95	58.95	0.44	133.23		119.08	52.69	6.26	0.25	24.95	*	133.86	6.26			58.95
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.34	0.00	*	119.08	0.00	0.00	0.00	0.00	*	133.86	0.00			0.00
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.15	0.00	*	119.08	0.00	0.00	0.00	0.00	*	133.86	0.00			0.00
									Crop SW CU (ac-ft)			245.71			Crop SW CU (ac-ft)			159.41	405	85	**490**

1979 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	252.54
Small Grain	16.76	Small Grain Irr acres =	24.80
Alfalfa	30.55	Alfalfa Irr acres =	227.74

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1979	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	1253.57	438.75	280.80	233.06	233.06	0.07	3329.48		227.74	15.94	217.12	0.004	52109.25		24.80	0.10			16.05
May	0.00	0.00	3227.15	1129.50	722.88	599.99	599.99	0.41	1448.67		227.74	94.32	505.67	0.10	5142.40		24.80	2.44			96.76
Jun	0.00	0.00	2782.85	974.00	623.36	517.39	517.39	0.58	893.33		227.74	131.90	385.49	0.45	856.64		24.80	11.16			143.06
Jul	0.00	0.00	2796.74	978.86	626.47	519.97	519.97	0.56	932.68		227.74	126.97	393.00	0.59	664.23		24.80	14.67			141.64
Aug	0.00	0.00	892.58	312.40	199.94	165.95	165.95	0.44	375.02		227.74	100.78	65.17	0.25	259.83		24.80	6.22			107.00
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.34	0.00	*	227.74	0.00	0.00	0.00	0.00	*	24.80	0.00			0.00
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.15	0.00	*	227.74	0.00	0.00	0.00	0.00	*	24.80	0.00			0.00
									Crop SW CU (ac-ft)			469.90			Crop SW CU (ac-ft)			34.60	504.50	0	**504**

1980 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	251.86
Small Grain	20.49	Small Grain Irr acres =	130.11
Alfalfa	31.52	Alfalfa Irr acres =	121.75

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 1980	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	846.95	296.43	189.72	157.46	150.27	0.04	4098.40		121.75	4.46	145.81	0.00	0.00	*	130.11	0.00	4.46		
May	73.39	73.39	3167.65	1108.68	756.52	627.91	555.39	0.35	1568.15		121.75	43.12	512.27	0.06	7983.40		130.11	8.35	51.47		
Jun	357.03	357.03	3272.78	1145.47	961.60	798.13	631.20	0.72	879.72		121.75	87.35	543.85	0.55	993.33		130.11	71.24	158.59		
Jul	0.00	0.00	2957.40	1035.09	662.46	549.84	405.98	0.57	715.39		121.75	69.09	336.89	0.68	495.42		130.11	88.48	157.57		
Aug	0.00	0.00	3054.59	1069.11	684.23	567.91	445.43	0.53	847.10	*	121.75	64.02	381.41	0.40	943.70		130.11	52.59	116.61		
Sep	0.00	0.00	676.37	236.73	151.51	125.75	58.84	0.34	173.92	*	121.75	41.19	17.65	0.01	0.00	*	130.11	0.00	41.19		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.09	0.00	*	121.75	0.00	0.00	0.00	0.00	*	130.11	0.00	0.00		
									Crop SW CU (ac-ft)			309.24			Crop SW CU (ac-ft)			220.65	530	12	**542**

1980 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	244.00
Small Grain	20.49	Small Grain Irr acres =	47.90
Alfalfa	31.52	Alfalfa Irr acres =	196.10

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1980	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	846.95	296.43	189.72	157.46	157.46	0.04	4294.50		196.10	7.19	150.27	0.00	0.00	*	47.90	0.00	7.19		
May	0.00	0.00	3167.65	1108.68	709.55	588.93	588.93	0.35	1662.86		196.10	69.45	519.48	0.06	8095.74		47.90	3.07	72.53		
Jun	0.00	0.00	3272.78	1145.47	733.10	608.48	608.48	0.72	848.05		196.10	140.70	467.77	0.55	854.38		47.90	26.22	166.93		
Jul	0.00	0.00	2957.40	1035.09	662.46	549.84	549.84	0.57	968.88		196.10	111.29	438.55	0.68	644.93		47.90	32.57	143.86		
Aug	0.00	0.00	3054.59	1069.11	684.23	567.91	567.91	0.53	1080.02		196.10	103.12	464.79	0.40	1150.00		47.90	19.36	122.48		
Sep	0.00	0.00	676.37	236.73	151.51	125.75	125.75	0.34	371.68		196.10	66.35	59.40	0.01	5091.65		47.90	0.56	66.91		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.09	0.00	*	196.10	0.00	0.00	0.00	0.00	*	47.90	0.00	0.00		
									Crop SW CU (ac-ft)			498.10			Crop SW CU (ac-ft)			81.78	579.89	0	**580**

1981 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	250.79
Small Grain	16.33	Small Grain Irr acres =	126.37
Alfalfa	28.92	Alfalfa Irr acres =	124.42

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1981	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	1188.12	415.84	266.14	220.90	197.80	0.11	1784.68		124.42	13.79	184.01	0.07	2726.12	*	126.37	8.53	22.32		
May	41.65	41.65	2594.42	908.05	607.81	504.48	419.75	0.41	1025.86		124.42	50.91	368.84	0.24	1526.24		126.37	30.54	81.45		
Jun	194.38	194.38	2943.51	1030.23	783.75	650.51	497.94	0.65	762.16		124.42	81.29	416.66	0.64	656.15		126.37	80.25	161.53		
Jul	0.00	0.00	2215.57	775.45	496.29	411.92	301.82	0.49	617.01		124.42	60.86	240.96	0.42	579.46	*	126.37	52.55	113.41		
Aug	0.00	0.00	456.21	159.67	102.19	84.82	25.98	0.35	73.36		124.42	25.98	0.00	0.00	0.00	*	126.37	0.00	25.98		
Sep	0.00	0.00	1634.40	572.04	366.11	303.87	257.63	0.28	925.62		124.42	34.63	223.00	0.00	0.00	*	126.37	0.00	34.63		
Oct	0.00	0.00	533.56	186.75	119.52	99.20	80.23	0.11	702.78		124.42	14.20	66.03	0.00	0.00	*	126.37	0.00	14.20		
									Crop SW CU (ac-ft)			281.66			Crop SW CU (ac-ft)			171.87	454	18	**472**

1981 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	235.47
Small Grain	16.33	Small Grain Irr acres =	69.35
Alfalfa	28.92	Alfalfa Irr acres =	166.12

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1981	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	1188.12	415.84	266.14	220.90	220.90	0.11	1993.04		166.12	18.41	202.48	0.07	2999.75		69.35	4.68	23.09		
May	0.00	0.00	2594.42	908.05	581.15	482.35	482.35	0.41	1178.87		166.12	67.97	414.38	0.24	1714.68		69.35	16.76	84.73		
Jun	0.00	0.00	2943.51	1030.23	659.35	547.26	547.26	0.65	837.64		166.12	108.53	438.72	0.64	690.90		69.35	44.03	152.57		
Jul	0.00	0.00	2215.57	775.45	496.29	411.92	411.92	0.49	842.08		166.12	81.26	330.66	0.42	795.17		69.35	28.84	110.10		
Aug	0.00	0.00	456.21	159.67	102.19	84.82	84.82	0.35	239.49		166.12	58.84	25.98	0.00	0.00	*	69.35	0.00	58.84		
Sep	0.00	0.00	1634.40	572.04	366.11	303.87	303.87	0.28	1091.74		166.12	46.24	257.63	0.00	0.00	*	69.35	0.00	46.24		
Oct	0.00	0.00	533.56	186.75	119.52	99.20	99.20	0.11	868.90		166.12	18.97	80.23	0.00	0.00	*	69.35	0.00	18.97		
									Crop SW CU (ac-ft)			400.22			Crop SW CU (ac-ft)			94.31	494.53	0	**495**

1982 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	249.71
Small Grain	16.45	Small Grain Irr acres =	122.66
Alfalfa	26.03	Alfalfa Irr acres =	127.05

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 1982	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	1640.35	574.12	367.44	304.97	297.39	0.06	5407.16		127.05	6.99	290.41	0.00	0.00	*	122.66	0.00	6.99		
May	41.65	41.65	3274.76	1146.17	760.20	630.97	581.82	0.33	1767.54		127.05	41.82	540.00	0.04	12705.77		122.66	5.21	47.03		
Jun	194.38	194.38	2951.45	1033.01	785.53	651.99	538.11	0.56	968.11		127.05	70.62	467.49	0.42	1117.50		122.66	51.31	121.93		
Jul	0.00	0.00	2826.49	989.27	633.13	525.50	398.21	0.53	750.15		127.05	67.44	330.76	0.61	544.47	*	122.66	74.51	141.96		
Aug	0.00	0.00	2596.40	908.74	581.59	482.72	394.67	0.44	890.23		127.05	56.33	338.34	0.30	1118.48	*	122.66	37.10	93.43		
Sep	0.00	0.00	684.31	239.51	153.29	127.23	103.91	0.17	614.27		127.05	21.49	82.42	0.00	0.00	*	122.66	0.00	21.49		
Oct	0.00	0.00	420.50	147.18	94.19	78.18	66.24	0.09	764.25		127.05	11.01	55.22	0.00	0.00	*	122.66	0.00	11.01		
									Crop SW CU (ac-ft)			275.70			Crop SW CU (ac-ft)			168.14	444	0	**444**

1982 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	226.93
Small Grain	16.45	Small Grain Irr acres =	89.12
Alfalfa	26.03	Alfalfa Irr acres =	137.81

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1982	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	1640.35	574.12	367.44	304.97	304.97	0.06	5544.98		137.81	7.58	297.39	0.00	0.00	*	89.12	0.00	7.58		
May	0.00	0.00	3274.76	1146.17	733.55	608.84	608.84	0.33	1849.65		137.81	45.36	563.48	0.04	13258.34		89.12	3.79	49.15		
Jun	0.00	0.00	2951.45	1033.01	661.12	548.73	548.73	0.56	987.23		137.81	76.60	472.13	0.42	1128.60		89.12	37.28	113.88		
Jul	0.00	0.00	2826.49	989.27	633.13	525.50	525.50	0.53	989.95		137.81	73.16	452.34	0.61	744.60		89.12	54.14	127.29		
Aug	0.00	0.00	2596.40	908.74	581.59	482.72	482.72	0.44	1088.85		137.81	61.10	421.62	0.30	1393.80		89.12	26.96	88.06		
Sep	0.00	0.00	684.31	239.51	153.29	127.23	127.23	0.17	752.08		137.81	23.31	103.91	0.00	0.00	*	89.12	0.00	23.31		
Oct	0.00	0.00	420.50	147.18	94.19	78.18	78.18	0.09	902.07		137.81	11.94	66.24	0.00	0.00	*	89.12	0.00	11.94		
									Crop SW CU (ac-ft)			299.06			Crop SW CU (ac-ft)			122.16	421.22	0	**421**

1983 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	248.64
Small Grain	19.38	Small Grain Irr acres =	119.00
Alfalfa	28.37	Alfalfa Irr acres =	129.64

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 1983	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	553.40	193.69	123.96	102.89	102.89	0.00	0.00	*	129.64	0.00	102.89	0.00	0.00	*	119.00	0.00	0.00		
May	75.37	75.37	2608.30	912.91	632.50	524.97	488.60	0.30	1656.26		129.64	38.24	450.35	0.03	13510.61		119.00	3.97	42.21		
Jun	259.84	259.84	3748.82	1312.09	1006.03	835.01	745.52	0.51	1464.19		129.64	66.01	679.51	0.31	2215.78		119.00	36.49	102.50		
Jul	71.41	71.41	3173.60	1110.76	756.59	627.97	481.72	0.56	858.93		129.64	72.71	409.01	0.78	522.70	*	119.00	93.12	165.82		
Aug	0.00	0.00	2590.45	906.66	580.26	481.62	377.90	0.51	736.17	*	129.64	66.55	311.35	0.44	715.76	*	119.00	51.76	118.31		
Sep	0.00	0.00	539.51	188.83	120.85	100.31	53.93	0.36	149.11	*	129.64	46.89	7.04	0.06	122.46	*	119.00	6.84	53.73		
Oct	0.00	0.00	1777.22	622.03	398.10	330.42	316.52	0.13	2532.18	*	129.64	16.21	300.32	0.00	0.00	*	119.00	0.00	16.21		
									Crop SW CU (ac-ft)			306.60			Crop SW CU (ac-ft)			192.18	499	0	**499**

1983 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	218.40
Small Grain	19.38	Small Grain Irr acres =	107.21
Alfalfa	28.37	Alfalfa Irr acres =	111.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1983	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	553.40	193.69	123.96	102.89	102.89	0.00	0.00		111.19	0.00	102.89	0.00	0.00	*	107.21	0.00	0.00		
May	0.00	0.00	2608.30	912.91	584.26	484.94	484.94	0.30	1643.85		111.19	32.80	452.13	0.03	13564.05		107.21	3.57	36.37		
Jun	0.00	0.00	3748.82	1312.09	839.74	696.98	696.98	0.51	1368.87		111.19	56.61	640.37	0.31	2088.16		107.21	32.88	89.49		
Jul	0.00	0.00	3173.60	1110.76	710.89	590.04	590.04	0.56	1052.07		111.19	62.36	527.68	0.78	674.35		107.21	83.89	146.25		
Aug	0.00	0.00	2590.45	906.66	580.26	481.62	481.62	0.51	938.21		111.19	57.08	424.54	0.44	975.95		107.21	46.64	103.71		
Sep	0.00	0.00	539.51	188.83	120.85	100.31	100.31	0.36	277.34		111.19	40.21	60.09	0.06	1045.09		107.21	6.16	46.38		
Oct	0.00	0.00	1777.22	622.03	398.10	330.42	330.42	0.13	2643.37		111.19	13.90	316.52	0.00	0.00	*	107.21	0.00	13.90		
									Crop SW CU (ac-ft)			262.96			Crop SW CU (ac-ft)			173.15	436.11	0	**436**

1984 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	247.56
Small Grain	19.26	Small Grain Irr acres =	115.34
Alfalfa	28.77	Alfalfa Irr acres =	132.22

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1984	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06	0.00	*	132.22	0.00	0.00	0.003	0.00	*	115.34	0.00	0.00		
May	168.60	168.60	2786.82	975.39	732.15	607.69	536.14	0.54	989.80		132.22	71.62	464.52	0.20	2312.97		115.34	23.16	94.78		
Jun	378.85	378.85	3034.76	1062.17	922.25	765.47	657.26	0.58	1143.06		132.22	76.03	581.23	0.47	1225.80		115.34	54.69	130.72		
Jul	97.19	97.19	2485.33	869.87	618.92	513.70	394.45	0.52	759.77		132.22	68.65	325.80	0.60	540.75	*	115.34	69.49	138.14		
Aug	0.00	0.00	2150.11	752.54	481.62	399.75	327.80	0.37	883.95	*	132.22	49.03	278.76	0.32	862.16	*	115.34	37.29	86.32		
Sep	0.00	0.00	620.84	217.29	139.07	115.43	89.09	0.30	292.89	*	132.22	40.22	48.87	0.00	58645.18	*	115.34	0.10	40.31		
Oct	0.00	0.00	714.06	249.92	159.95	132.76	130.24	0.03	4465.45	*	132.22	3.86	126.39	0.00	0.00	*	115.34	0.00	3.86		
									Crop SW CU (ac-ft)			309.40			Crop SW CU (ac-ft)			184.73	494	8	**502**

1984 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14 (DRAFT)

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	209.86
Small Grain	19.26	Small Grain Irr acres =	123.61
Alfalfa	28.77	Alfalfa Irr acres =	86.25

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1984	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06	0.00	*	86.25	0.00	0.00	0.003	0.00	*	123.61	0.00	0.00		
May	0.00	0.00	2786.82	975.39	624.25	518.13	518.13	0.54	956.54		86.25	46.72	471.41	0.20	2347.25		123.61	24.82	71.54		
Jun	0.00	0.00	3034.76	1062.17	679.79	564.22	564.22	0.58	981.26		86.25	49.60	514.63	0.47	1085.33		123.61	58.61	108.21		
Jul	0.00	0.00	2485.33	869.87	556.71	462.07	462.07	0.52	890.03		86.25	44.78	417.29	0.60	692.60		123.61	74.47	119.25		
Aug	0.00	0.00	2150.11	752.54	481.62	399.75	399.75	0.37	1077.97		86.25	31.99	367.76	0.32	1137.41		123.61	39.97	71.95		
Sep	0.00	0.00	620.84	217.29	139.07	115.43	115.43	0.30	379.48		86.25	26.24	89.19	0.00	107029.74		123.61	0.10	26.34		
Oct	0.00	0.00	714.06	249.92	159.95	132.76	132.76	0.03	4551.70		86.25	2.52	130.24	0.00	0.00	*	123.61	0.00	2.52		
									Crop SW CU (ac-ft)			201.83			Crop SW CU (ac-ft)			197.98	399.81	0	**400**

1985CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	246.49
Small Grain	17.32	Small Grain Irr acres =	111.73
Alfalfa	26.67	Alfalfa Irr acres =	134.76

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 1985	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00	0.00	0.00	0.00	0.00															
Apr	0.00	0.00	975.88	341.56	218.60	181.44	177.71	0.06	3003.54	*	134.76	7.97	169.74	0.00	0.00	*	111.73	0.00	7.97		
May	0.00	0.00	2715.41	950.39	608.25	504.85	448.08	0.44	1018.37		134.76	59.29	388.79	0.21	1851.38		111.73	23.46	82.76		
Jun	0.00	0.00	2953.43	1033.70	661.57	549.10	428.04	0.64	667.94		134.76	86.36	341.68	0.58	585.74		111.73	65.18	151.53		
Jul	0.00	0.00	1830.77	640.77	410.09	340.38	249.56	0.44	563.97		134.76	59.63	189.93	0.46	417.42		111.73	50.84	110.47		
Aug	0.00	0.00	1172.25	410.29	262.58	217.94	160.26	0.49	328.75		134.76	65.70	94.57	0.20	484.97		111.73	21.79	87.48		
Sep	0.00	0.00	948.11	331.84	212.38	176.27	170.29	0.10	1792.52	*	134.76	12.80	157.49	0.00	0.00	*	111.73	0.00	12.80		
Oct	0.00	0.00	261.82	91.64	58.65	48.68	45.06	0.06	783.59	*	134.76	7.75	37.31	0.00	0.00	*	111.73	0.00	7.75		
									Crop SW CU (ac-ft)			299.50			Crop SW CU (ac-ft)			161.26	461	0	**427**

1985 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	201.33
Small Grain	17.58	Small Grain Irr acres =	138.35
Alfalfa	26.67	Alfalfa Irr acres =	62.98

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																	
Year 1985	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00													
Dec	0.00	0.00			0.00	0.00	0.00													
Jan	0.00	0.00			0.00	0.00	0.00													
Feb	0.00	0.00			0.00	0.00	0.00													
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00													
Apr	0.00	0.00	975.88	341.56	218.60	181.44	181.44	0.06	3066.52		62.98	3.73	177.71	0.00	0.00	*	138.35	0.00		3.73
May	0.00	0.00	2715.41	950.39	608.25	504.85	504.85	0.44	1147.38		62.98	27.71	477.14	0.21	2272.08		138.35	29.05		56.76
Jun	0.00	0.00	2953.43	1033.70	661.57	549.10	549.10	0.64	856.86		62.98	40.36	508.74	0.58	872.13		138.35	80.70		121.06
Jul	0.00	0.00	1830.77	640.77	410.09	340.38	340.38	0.44	769.21		62.98	27.87	312.51	0.46	686.83		138.35	62.95		90.82
Aug	0.00	0.00	1172.25	410.29	262.58	217.94	217.94	0.49	447.07		62.98	30.70	187.24	0.20	960.22		138.35	26.98		57.68
Sep	0.00	0.00	948.11	331.84	212.38	176.27	176.27	0.10	1855.50		62.98	5.98	170.29	0.00	0.00	*	138.35	0.00		5.98
Oct	0.00	0.00	261.82	91.64	58.65	48.68	48.68	0.06	846.57		62.98	3.62	45.06	0.00	0.00	*	138.35	0.00		3.62
									Crop SW CU (ac-ft)			139.97			Crop SW CU (ac-ft)			199.69	340	0	**340**

1986 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	243.87
Small Grain	17.33	Small Grain Irr acres =	55.26
Alfalfa	24.16	Alfalfa Irr acres =	188.61

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1986	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	1543.16	540.11	345.67	286.90	282.64	0.04	6650.29	*	188.61	8.02	274.62	0.00	0.00	*	55.26	0.00	8.02		
May	71.41	71.41	1578.87	552.60	399.37	331.48	273.54	0.36	759.84		188.61	67.90	205.64	0.15	1378.61		55.26	8.24	76.14		
Jun	313.39	313.39	1670.11	584.54	574.67	476.98	338.77	0.58	586.62		188.61	108.92	229.85	0.55	418.54		55.26	30.35	139.27		
Jul	317.36	317.36	1053.24	368.63	439.04	364.40	249.42	0.42	590.35		188.61	79.69	169.74	0.50	341.75		55.26	27.45	107.13		
Aug	0.00	0.00	2786.82	975.39	624.25	518.13	444.41	0.37	1195.72	*	188.61	70.10	374.31	0.25	1502.25	*	55.26	13.77	83.87		
Sep	0.00	0.00	1465.81	513.03	328.34	272.52	252.61	0.20	1273.67	*	188.61	37.41	215.20	0.00	0.00	*	55.26	0.00	37.41		
Oct	0.00	0.00	646.62	226.32	144.84	120.22	116.04	0.04	2784.87	*	188.61	7.86	108.18	0.00	0.00	*	55.26	0.00	7.86		
									Crop SW CU (ac-ft)			379.89			Crop SW CU (ac-ft)			79.81	460	0	**460**

1986 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	246.49
Small Grain	17.33	Small Grain Irr acres =	146.09
Alfalfa	24.16	Alfalfa Irr acres =	100.40

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1986	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	1543.16	540.11	345.67	286.90	286.90	0.04	6750.69		100.40	4.27	282.64	0.00	0.00	*	146.09	0.00	4.27		
May	0.00	0.00	1578.87	552.60	353.67	293.54	293.54	0.36	815.40		100.40	36.14	257.40	0.15	1725.59		146.09	21.79	57.93		
Jun	0.00	0.00	1670.11	584.54	374.10	310.51	310.51	0.58	537.67		100.40	57.98	252.53	0.55	459.84		146.09	80.23	138.21		
Jul	0.00	0.00	1053.24	368.63	235.93	195.82	195.82	0.42	463.48		100.40	42.42	153.40	0.50	308.86		146.09	72.56	114.98		
Aug	0.00	0.00	2786.82	975.39	624.25	518.13	518.13	0.37	1394.06		100.40	37.31	480.81	0.25	1929.68		146.09	36.40	73.72		
Sep	0.00	0.00	1465.81	513.03	328.34	272.52	272.52	0.20	1374.07		100.40	19.91	252.61	0.00	0.00	*	146.09	0.00	19.91		
Oct	0.00	0.00	646.62	226.32	144.84	120.22	120.22	0.04	2885.27		100.40	4.18	116.04	0.00	0.00	*	146.09	0.00	4.18		
									Crop SW CU (ac-ft)			202.21			Crop SW CU (ac-ft)			210.98	413.20	0	**413**

1987 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	241.25
Small Grain	18.68	Small Grain Irr acres =	
Alfalfa	31.63	Alfalfa Irr acres =	241.25

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1987	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 11 & 12)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	192.40	67.34	43.10	35.77	27.81	0.06	463.49		241.25	14.48			
May	0.00	0.00	1249.61	437.36	279.91	232.33	163.99	0.40	415.16		241.25	95.29			
Jun	0.00	0.00	2697.56	944.15	604.25	501.53	330.89	0.69	477.25		241.25	167.27			
Jul	0.00	0.00	2245.32	785.86	502.95	417.45	261.39	0.60	438.09		241.25	143.95			
Aug	0.00	0.00	721.99	252.70	161.73	134.23	35.05	0.49	71.05	*	241.25	35.05			
Sep	0.00	0.00	216.20	75.67	48.43	40.20	2.93	0.28	10.44	*	241.25	2.93			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.12	0.00	*	241.25	0.00			
									Crop SW CU (ac-ft)			458.97	459	177	**636**

1987CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	264.49
Small Grain	18.68	Small Grain Irr acres =	131.80
Alfalfa	31.63	Alfalfa Irr acres =	132.69

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1987	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00	0.00	0.00	0.00	0.00															
Apr	0.00	0.00	192.40	67.34	43.10	35.77	35.77	0.06	596.18		132.69	7.96	27.81	0.00	0.00	*	131.80	0.00	7.96		
May	0.00	0.00	1249.61	437.36	279.91	232.33	232.33	0.40	588.17		132.69	52.41	179.91	0.12	1488.95		131.80	15.93	68.34		
Jun	0.00	0.00	2697.56	944.15	604.25	501.53	501.53	0.69	723.36		132.69	92.00	409.53	0.60	686.37		131.80	78.64	170.64		
Jul	0.00	0.00	2245.32	785.86	502.95	417.45	417.45	0.60	699.64		132.69	79.17	338.28	0.58	579.91		131.80	76.88	156.06		
Aug	0.00	0.00	721.99	252.70	161.73	134.23	134.23	0.49	272.09		132.69	65.46	68.77	0.26	268.82		131.80	33.72	99.18		
Sep	0.00	0.00	216.20	75.67	48.43	40.20	40.20	0.28	143.13		132.69	37.26	0.00	0.00	0.00	*	131.80	0.00	37.26		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.12	0.00	*	132.69	0.00	0.00	0.00	0.00	*	131.80	0.00	0.00		
									Crop SW CU (ac-ft)			334.27			Crop SW CU (ac-ft)			205.17	539	0	**539**

1988 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	243.08
Small Grain	18.55	Small Grain Irr acres =	0.00
Alfalfa	30.03	Alfalfa Irr acres =	243.08

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1988	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	11.90	4.17	0.00	0.00	0.00								
Apr	0.00	0.00	347.11	121.49	77.75	64.53	44.00	0.08	586.61		243.08	18.23			
May	0.00	0.00	2584.50	904.58	578.93	480.51	378.04	0.37	1010.36		243.08	90.95			
Jun	0.00	0.00	2842.36	994.83	636.69	528.45	353.19	0.64	551.86		243.08	155.57			
Jul	0.00	0.00	2885.99	1010.10	646.46	536.56	397.36	0.51	781.68		243.08	123.57			
Aug	0.00	0.00	2457.56	860.15	550.49	456.91	319.98	0.50	639.97		243.08	121.54			
Sep	0.00	0.00	587.12	205.49	131.51	109.16	43.66	0.24	182.56		243.08	43.66			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.17	0.00	*	243.08	0.00			
									Crop SW CU (ac-ft)			553.52	553.52	54.79	**608.31**

1988CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	273.85
Small Grain	18.55	Small Grain Irr acres =	0.00
Alfalfa	30.03	Alfalfa Irr acres =	273.85

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch													
Year 1988	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	11.90	4.17	0.00	0.00									
Apr	0.00	0.00	347.11	121.49	77.75	64.53	64.53	0.08	860.46	*	273.85	20.54			
May	0.00	0.00	2584.50	904.58	578.93	480.51	480.51	0.37	1284.21		273.85	102.47			
Jun	0.00	0.00	2842.36	994.83	636.69	528.45	528.45	0.64	825.71		273.85	175.26			
Jul	0.00	0.00	2885.99	1010.10	646.46	536.56	536.56	0.51	1055.53		273.85	139.21			
Aug	0.00	0.00	2457.56	860.15	550.49	456.91	456.91	0.50	913.82		273.85	136.93			
Sep	0.00	0.00	587.12	205.49	131.51	109.16	109.16	0.24	456.41	*	273.85	65.50			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.17	0.00	*	273.85	0.00			
									Crop SW CU (ac-ft)			639.90	639.90		**639.90**

1989 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	245.36
Small Grain	19.08	Small Grain Irr acres =	0.00
Alfalfa	33.07	Alfalfa Irr acres =	245.36

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1989	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	1428.12	499.84	319.90	265.52	245.14	0.07	3342.78		245.36	17.99			
May	71.41	71.41	3177.57	1112.15	757.48	628.71	476.79	0.55	872.18		245.36	134.13			
Jun	313.39	313.39	3211.29	1123.95	919.90	763.52	591.92	0.62	958.57		245.36	151.51			
Jul	317.36	317.36	2401.03	840.36	740.94	614.98	455.66	0.57	794.75		245.36	140.67			
Aug	0.00	0.00	1446.96	506.44	324.12	269.02	123.82	0.52	236.98	*	245.36	123.82			
Sep	0.00	0.00	373.89	130.86	83.75	69.51	0.00	0.31	0.00	*	245.36	0.00			
Oct	0.00	0.00	1293.24	452.63	289.69	240.44	210.57	0.11	1958.75		245.36	26.38			
									Crop SW CU (ac-ft)			594.50	595	82	**676**

1989 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	277.89
Small Grain	19.08	Small Grain Irr acres =	0.00
Alfalfa	33.07	Alfalfa Irr acres =	277.89

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1989	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1428.12	499.84	319.90	265.52	265.52	0.07	3620.67		277.89	20.38			
May	0.00	0.00	3177.57	1112.15	711.78	590.77	590.77	0.55	1080.68		277.89	151.91			
Jun	0.00	0.00	3211.29	1123.95	719.33	597.04	597.04	0.62	966.87		277.89	171.60			
Jul	0.00	0.00	2401.03	840.36	537.83	446.40	446.40	0.57	778.60		277.89	159.32			
Aug	0.00	0.00	1446.96	506.44	324.12	269.02	269.02	0.52	514.87		277.89	145.20			
Sep	0.00	0.00	373.89	130.86	83.75	69.51	69.51	0.31	226.67	*	277.89	69.51			
Oct	0.00	0.00	1293.24	452.63	289.69	240.44	240.44	0.11	2236.64		277.89	29.87			
									Crop SW CU (ac-ft)			747.80	747.80	0	**748**

1990 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	247.64
Small Grain	16.70	Small Grain Irr acres =	0.00
Alfalfa	28.99	Alfalfa Irr acres =	247.64

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1990	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	1717.71	601.20	384.77	319.36	301.97	0.06	4896.83		247.64	15.27			
May	196.37	196.37	2465.49	862.92	677.95	562.70	465.43	0.35	1349.07		247.64	85.44			
Jun	285.62	285.62	2850.29	997.60	821.26	681.65	474.19	0.74	644.43		247.64	182.22			
Jul	0.00	0.00	2860.21	1001.07	640.69	531.77	399.03	0.47	847.49		247.64	116.60			
Aug	0.00	0.00	2232.93	781.53	500.18	415.15	284.75	0.46	615.68	*	247.64	114.53			
Sep	0.00	0.00	289.59	101.36	64.87	53.84	0.00	0.23	0.00	*	247.64	0.00			
Oct	0.00	0.00	831.09	290.88	186.16	154.52	122.09	0.12	1061.69		247.64	28.48			
									Crop SW CU (ac-ft)			542.54	543	56	**598**

1990 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	281.93
Small Grain	16.70	Small Grain Irr acres =	0.00
Alfalfa	28.99	Alfalfa Irr acres =	281.93

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1990	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1717.71	601.20	384.77	319.36	319.36	0.06	5178.76		281.93	17.39			
May	0.00	0.00	2465.49	862.92	552.27	458.38	458.38	0.35	1328.65		281.93	97.27			
Jun	0.00	0.00	2850.29	997.60	638.46	529.93	529.93	0.74	720.17		281.93	207.45			
Jul	0.00	0.00	2860.21	1001.07	640.69	531.77	531.77	0.47	1129.42		281.93	132.74			
Aug	0.00	0.00	2232.93	781.53	500.18	415.15	415.15	0.46	897.61		281.93	130.39			
Sep	0.00	0.00	289.59	101.36	64.87	53.84	53.84	0.23	239.29	*	281.93	53.84			
Oct	0.00	0.00	831.09	290.88	186.16	154.52	154.52	0.12	1343.62		281.93	32.42			
									Crop SW CU (ac-ft)			671.50	671.50	0	**672**

1991 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	249.91
Small Grain	19.27	Small Grain Irr acres =	0.00
Alfalfa	29.74	Alfalfa Irr acres =	249.91

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1991	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	11.90	11.90	1442.00	504.70	330.62	274.42	252.97	0.08	3372.93		249.91	18.74			
May	345.13	345.13	2528.96	885.14	787.37	653.52	527.92	0.44	1202.10		249.91	109.75			
Jun	242.98	242.98	2449.62	857.37	704.22	584.50	404.10	0.63	640.58		249.91	157.65			
Jul	0.00	0.00	3631.79	1271.13	813.52	675.22	529.13	0.51	1035.83		249.91	127.66			
Aug	0.00	0.00	2773.85	970.85	621.34	515.71	392.50	0.43	911.04		249.91	107.67			
Sep	0.00	0.00	1599.49	559.82	358.29	297.38	214.92	0.29	745.39		249.91	72.06			
Oct	0.00	0.00	97.19	34.02	21.77	18.07	0.00	0.10	0.00	*	249.91	0.00			
									Crop SW CU (ac-ft)			593.54	594	26	**619**

1991 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	285.98
Small Grain	19.27	Small Grain Irr acres =	0.00
Alfalfa	29.74	Alfalfa Irr acres =	285.98

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1991	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1442.00	504.70	323.01	268.10	268.10	0.08	3574.62		285.98	21.45			
May	0.00	0.00	2528.96	885.14	566.49	470.18	470.18	0.44	1070.63		285.98	125.59			
Jun	0.00	0.00	2449.62	857.37	548.71	455.43	455.43	0.63	721.96		285.98	180.41			
Jul	0.00	0.00	3631.79	1271.13	813.52	675.22	675.22	0.51	1321.81		285.98	146.09			
Aug	0.00	0.00	2773.85	970.85	621.34	515.71	515.71	0.43	1197.02		285.98	123.21			
Sep	0.00	0.00	1599.49	559.82	358.29	297.38	297.38	0.29	1031.37		285.98	82.46			
Oct	0.00	0.00	97.19	34.02	21.77	18.07	18.07	0.10	176.29	*	285.98	18.07			
									Crop SW CU (ac-ft)			697.27	697.27	0	**697**

1992 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	252.19
Small Grain	15.39	Small Grain Irr acres =	0.00
Alfalfa	28.72	Alfalfa Irr acres =	252.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1992	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	267.77	93.72	59.98	49.78	16.67	0.11	146.04	*	252.19	16.67			
May	152.73	152.73	2112.43	739.35	570.93	473.87	331.52	0.49	675.43		252.19	123.78			
Jun	0.00	0.00	2203.67	771.28	493.62	409.71	241.25	0.58	415.36		252.19	146.48			
Jul	79.34	79.34	2580.53	903.19	628.82	521.92	388.02	0.46	840.49		252.19	116.43			
Aug	0.00	0.00	3153.77	1103.82	706.44	586.35	503.45	0.29	1761.35		252.19	72.08			
Sep	0.00	0.00	1282.33	448.82	287.24	238.41	148.75	0.31	481.12		252.19	77.97			
Oct	0.00	0.00	879.68	307.89	197.05	163.55	120.05	0.15	800.31		252.19	37.83			
									Crop SW CU (ac-ft)			591.25	591	12	**604**

1992 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	290.02
Small Grain	15.39	Small Grain Irr acres =	0.00
Alfalfa	28.72	Alfalfa Irr acres =	290.02

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1992	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	13.88	4.66	267.77	93.72	62.97	52.26	52.26	0.11	457.76		290.02	33.11			
May	166.61	55.98	2112.43	739.35	509.01	422.48	422.48	0.49	860.74		290.02	142.35			
Jun	0.00	0.00	2203.67	771.28	493.62	409.71	409.71	0.58	705.38		290.02	168.45			
Jul	0.00	0.00	2580.53	903.19	578.04	479.77	479.77	0.46	1039.22		290.02	133.89			
Aug	0.00	0.00	3153.77	1103.82	706.44	586.35	586.35	0.29	2051.37		290.02	82.90			
Sep	0.00	0.00	1282.33	448.82	287.24	238.41	238.41	0.31	771.14		290.02	89.66			
Oct	0.00	0.00	879.68	307.89	197.05	163.55	163.55	0.15	1090.33		290.02	43.50			
									Crop SW CU (ac-ft)			693.87	693.87	0	**694**

1993 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	254.47
Small Grain	-	Small Grain Irr acres =	0.00
Alfalfa	29.83	Alfalfa Irr acres =	254.47

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1993	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	178.52	62.48	39.99	33.19	10.65	0.08	138.86	*	254.47	10.65			
May	243.97	243.97	2116.39	740.74	630.21	523.08	372.37	0.51	726.58		254.47	130.42			
Jun	499.84	499.84	3056.57	1069.80	1004.57	833.79	643.63	0.65	995.31		254.47	164.56			
Jul	144.80	144.80	3062.13	1071.75	778.59	646.23	471.26	0.60	792.04		254.47	151.41			
Aug	0.00	0.00	3555.03	1244.26	796.33	660.95	567.83	0.32	1793.15		254.47	80.58			
Sep	0.00	0.00	976.08	341.63	218.64	181.47	104.77	0.26	401.68		254.47	66.37			
Oct	0.00	0.00	593.07	207.57	132.85	110.26	87.47	0.08	1128.70		254.47	19.72			
									Crop SW CU (ac-ft)			623.71	624	9	**633**

1993 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	294.06
Small Grain	-	Small Grain Irr acres =	0.00
Alfalfa	29.83	Alfalfa Irr acres =	294.06

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1993	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	178.52	62.48	39.99	33.19	33.19	0.08	432.92		294.06	22.54			
May	85.29	28.66	2116.39	740.74	492.41	408.70	408.70	0.51	797.47		294.06	150.71			
Jun	119.01	39.99	3056.57	1069.80	710.26	589.52	589.52	0.65	911.63		294.06	190.16			
Jul	11.90	4.00	3062.13	1071.75	688.48	571.44	571.44	0.60	960.40		294.06	174.97			
Aug	0.00	0.00	3555.03	1244.26	796.33	660.95	660.95	0.32	2087.21		294.06	93.12			
Sep	0.00	0.00	976.08	341.63	218.64	181.47	181.47	0.26	695.74		294.06	76.70			
Oct	0.00	0.00	593.07	207.57	132.85	110.26	110.26	0.08	1422.76		294.06	22.79			
									Crop SW CU (ac-ft)			730.98	730.98	0	**731**

1994 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	256.75
Small Grain	18.50	Small Grain Irr acres =	0.00
Alfalfa	30.50	Alfalfa Irr acres =	256.75

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1994	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	41.65	41.65	954.06	333.92	240.37	199.50	173.17	0.09	1960.43		256.75	22.68			
May	31.74	31.74	2394.08	837.93	556.59	461.97	341.73	0.40	847.27		256.75	103.56			
Jun	156.70	156.70	2033.09	711.58	555.70	461.23	239.89	0.74	323.09	*	256.75	190.64			
Jul	0.00	0.00	2763.81	967.33	619.09	513.85	359.83	0.52	696.44		256.75	132.65			
Aug	0.00	0.00	2048.16	716.86	458.79	380.79	236.71	0.48	489.75		256.75	124.10			
Sep	0.00	0.00	946.92	331.42	212.11	176.05	106.49	0.23	456.41		256.75	59.91			
Oct	0.00	0.00	115.04	40.26	25.77	21.39	0.00	0.07	0.00	*	256.75	0.00			
									Crop SW CU (ac-ft)			633.53	634	19	**653**

1994 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	298.10
Small Grain	18.50	Small Grain Irr acres =	0.00
Alfalfa	30.50	Alfalfa Irr acres =	298.10

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1994	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	954.06	333.92	213.71	177.38	177.38	0.09	2008.06		298.10	26.33			
May	164.63	55.32	2394.08	837.93	571.68	474.49	474.49	0.40	1176.42		298.10	120.23			
Jun	0.00	0.00	2033.09	711.58	455.41	377.99	377.99	0.74	509.08		298.10	221.34			
Jul	0.00	0.00	2763.81	967.33	619.09	513.85	513.85	0.52	994.54		298.10	154.02			
Aug	0.00	0.00	2048.16	716.86	458.79	380.79	380.79	0.48	787.85		298.10	144.08			
Sep	0.00	0.00	946.92	331.42	212.11	176.05	176.05	0.23	754.51		298.10	69.56			
Oct	0.00	0.00	115.04	40.26	25.77	21.39	21.39	0.07	291.66	*	298.10	21.39			
									Crop SW CU (ac-ft)			756.95	756.95	0	**757**

1995 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	259.03
Small Grain	17.58	Small Grain Irr acres =	0.00
Alfalfa	27.96	Alfalfa Irr acres =	259.03

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1995	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	1223.82	428.34	274.14	227.53	216.71	0.04	6047.61		259.03	9.28			
May	43.64	43.64	2634.09	921.93	617.97	512.91	416.98	0.32	1313.33		259.03	82.24			
Jun	0.00	0.00	2429.79	850.43	544.27	451.75	284.81	0.55	515.50		259.03	143.11			
Jul	0.00	0.00	2469.46	864.31	553.16	459.12	309.56	0.50	625.38		259.03	128.22			
Aug	0.00	0.00	3136.71	1097.85	702.62	583.18	416.24	0.55	753.38		259.03	143.11			
Sep	0.00	0.00	1842.47	644.86	412.71	342.55	271.80	0.23	1160.72		259.03	60.66			
Oct	0.00	0.00	1410.27	493.59	315.90	262.20	219.39	0.14	1548.67		259.03	36.70			
									Crop SW CU (ac-ft)			603.32	603	0	**604**

1995 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	302.14
Small Grain	17.58	Small Grain Irr acres =	0.00
Alfalfa	27.96	Alfalfa Irr acres =	302.14

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1995	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1223.82	428.34	274.14	227.53	227.53	0.04	6349.75		302.14	10.83			
May	148.76	49.98	2634.09	921.93	622.03	516.28	516.28	0.32	1626.08		302.14	95.93			
Jun	154.71	51.98	2429.79	850.43	577.54	479.36	479.36	0.55	867.62		302.14	166.93			
Jul	190.42	63.98	2469.46	864.31	594.11	493.11	493.11	0.50	996.18		302.14	149.56			
Aug	0.00	0.00	3136.71	1097.85	702.62	583.18	583.18	0.55	1055.52		302.14	166.93			
Sep	0.00	0.00	1842.47	644.86	412.71	342.55	342.55	0.23	1462.86		302.14	70.75			
Oct	0.00	0.00	1410.27	493.59	315.90	262.20	262.20	0.14	1850.81		302.14	42.80			
									Crop SW CU (ac-ft)			703.73	703.73	0	**704**

1996 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	261.30
Small Grain	18.98	Small Grain Irr acres =	0.00
Alfalfa	33.04	Alfalfa Irr acres =	261.30

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1996	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	3.97	3.97	2215.57	775.45	498.83	414.03	381.37	0.11	3575.32		261.30	27.87			
May	71.41	71.41	1854.57	649.10	461.13	382.73	179.88	0.66	271.52	*	261.30	173.11			
Jun	0.00	0.00	1649.88	577.46	369.57	306.75	108.49	0.65	167.55	*	261.30	108.49			
Jul	0.00	0.00	1920.23	672.08	430.13	357.01	200.34	0.51	391.55	*	261.30	133.70			
Aug	0.00	0.00	1482.27	518.79	332.03	275.58	115.09	0.52	219.57	*	261.30	115.09			
Sep	0.00	0.00	490.92	171.82	109.97	91.27	23.14	0.22	104.02	*	261.30	23.14			
Oct	0.00	0.00	379.05	132.67	84.91	70.47	46.23	0.08	583.99		261.30	20.69			
									Crop SW CU (ac-ft)			602.09	602	117	**719**

1996 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	306.19
Small Grain	18.98	Small Grain Irr acres =	0.00
Alfalfa	33.04	Alfalfa Irr acres =	306.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1996	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	2215.57	775.45	496.29	411.92	411.92	0.11	3861.74		306.19	32.66			
May	136.86	45.98	1854.57	649.10	444.85	369.23	369.23	0.66	557.33		306.19	202.85			
Jun	0.00	0.00	1649.88	577.46	369.57	306.75	306.75	0.65	473.74		306.19	198.26			
Jul	0.00	0.00	1920.23	672.08	430.13	357.01	357.01	0.51	697.74		306.19	156.67			
Aug	0.00	0.00	1482.27	518.79	332.03	275.58	275.58	0.52	525.76		306.19	160.49			
Sep	0.00	0.00	490.92	171.82	109.97	91.27	91.27	0.22	410.21		306.19	68.13			
Oct	0.00	0.00	379.05	132.67	84.91	70.47	70.47	0.08	890.18		306.19	24.24			
									Crop SW CU (ac-ft)			843.30	843.30	0	**843**

1997 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	263.58
Small Grain	18.45	Small Grain Irr acres =	0.00
Alfalfa	30.44	Alfalfa Irr acres =	263.58

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1997	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	1295.23	453.33	290.13	240.81	222.97	0.06	3877.76		263.58	15.16			
May	63.47	63.47	2372.27	830.29	572.01	474.77	335.42	0.45	746.77		263.58	118.39			
Jun	0.00	0.00	1644.32	575.51	368.33	305.71	117.51	0.61	193.69	*	263.58	117.51			
Jul	0.00	0.00	2486.12	870.14	556.89	462.22	290.82	0.55	526.37	*	263.58	145.63			
Aug	0.00	0.00	1614.97	565.24	361.75	300.26	142.30	0.51	279.47	*	263.58	134.21			
Sep	0.00	0.00	1147.26	401.54	256.99	213.30	139.62	0.24	587.87		263.58	62.60			
Oct	0.00	0.00	1110.56	388.70	248.77	206.48	167.96	0.12	1352.66		263.58	32.73			
									Crop SW CU (ac-ft)			626.22	626	42	**669**

1997 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	310.23
Small Grain	18.45	Small Grain Irr acres =	0.00
Alfalfa	30.44	Alfalfa Irr acres =	310.23

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1997	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1295.23	453.33	290.13	240.81	240.81	0.06	4187.99		310.23	17.84			
May	571.25	191.94	2372.27	830.29	654.23	543.01	543.01	0.45	1208.93		310.23	139.34			
Jun	190.42	63.98	1644.32	575.51	409.28	339.70	339.70	0.61	559.94		310.23	188.21			
Jul	0.00	0.00	2486.12	870.14	556.89	462.22	462.22	0.55	836.60		310.23	171.40			
Aug	0.00	0.00	1614.97	565.24	361.75	300.26	300.26	0.51	589.70		310.23	157.96			
Sep	0.00	0.00	1147.26	401.54	256.99	213.30	213.30	0.24	898.10		310.23	73.68			
Oct	0.00	0.00	1110.56	388.70	248.77	206.48	206.48	0.12	1662.89		310.23	38.52			
									Crop SW CU (ac-ft)			786.95	786.95	0	**787**

1998 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	265.86
Small Grain	19.25	Small Grain Irr acres =	0.00
Alfalfa	31.96	Alfalfa Irr acres =	265.86

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1998	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36.0% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	95.21	33.32	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1745.48	610.92	390.99	324.52	305.25	0.06	4978.33		265.86	16.30			
May	0.00	0.00	1933.91	676.87	433.20	359.55	198.64	0.51	387.95		265.86	136.13			
Jun	0.00	0.00	2150.11	752.54	481.62	399.75	195.29	0.65	300.18		265.86	172.96			
Jul	0.00	0.00	4070.44	1424.65	911.78	756.78	608.12	0.47	1285.66		265.86	125.75			
Aug	0.00	0.00	2293.42	802.70	513.73	426.39	269.48	0.50	539.74		265.86	132.74			
Sep	0.00	0.00	962.89	337.01	215.69	179.02	79.67	0.32	252.01		265.86	79.67			
Oct	0.00	0.00	1087.35	380.57	243.57	202.16	192.40	0.03	6195.26		265.86	8.26			
									Crop CU (ac-ft)			671.81	672	36	**708**

1998 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	314.27
Small Grain	19.25	Small Grain Irr acres =	0.00
Alfalfa	31.96	Alfalfa Irr acres =	314.27

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1998	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	95.21	33.32	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1745.48	610.92	390.99	324.52	324.52	0.06	5292.60		314.27	19.27			
May	916.38	300.57	1933.91	676.87	625.56	519.22	519.22	0.51	1014.04		314.27	160.91			
Jun	694.23	227.71	2150.11	752.54	627.36	520.71	520.71	0.65	800.37		314.27	204.46			
Jul	31.74	10.41	4070.44	1424.65	918.44	762.31	762.31	0.47	1611.62		314.27	148.65			
Aug	0.00	0.00	2293.42	802.70	513.73	426.39	426.39	0.50	854.01		314.27	156.91			
Sep	0.00	0.00	962.89	337.01	215.69	179.02	179.02	0.32	566.28		314.27	99.35			
Oct	0.00	0.00	1087.35	380.57	243.57	202.16	202.16	0.03	6509.53		314.27	9.76			
									Crop SW CU (ac-ft)			799.32	799	0	**799**

1999 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	264.63
Small Grain	17.81	Small Grain Irr acres =	24.08
Alfalfa	26.83	Alfalfa Irr acres =	240.58

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1999	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	640.67	224.23	143.51	119.11	119.11	0.00	0.00	*	240.58	0.00	119.11	0.00	0.00	*	24.08	0.00	0.00		
May	73.39	73.39	1188.12	415.84	313.11	259.88	157.89	0.33	484.58		240.58	78.39	79.50	0.04	1947.03		24.08	0.98	79.37		
Jun	117.03	117.03	753.73	263.81	243.73	202.30	5.63	0.63	8.95	*	240.58	5.63	0.00	0.41	0.00	*	24.08	0.00	5.63		
Jul	0.00	0.00	1402.53	490.89	314.17	260.76	86.52	0.56	155.42	*	240.58	86.52	0.00	0.77	0.00	*	24.08	0.00	86.52		
Aug	0.00	0.00	135.67	47.48	30.39	25.22	0.00	0.32	0.00	*	240.58	0.00	0.00	0.24	0.00	*	24.08	0.00	0.00		
Sep	61.49	61.49	545.86	191.05	161.63	134.15	52.25	0.26	199.66	*	240.58	52.25	0.00	0.02	0.00	*	24.08	0.00	52.25		
Oct	319.34	319.34	789.04	276.16	381.12	316.33	271.21	0.14	1881.20		240.58	34.68	236.52	0.00	0.00	*	24.08	0.00	34.68		
									Crop SW CU (ac-ft)			257.46			Crop SW CU (ac-ft)			0.98	258	315	**574**

1999 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	313.01
Small Grain	17.81	Small Grain Irr acres =	0.00
Alfalfa	26.83	Alfalfa Irr acres =	313.01

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1999	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	640.67	224.23	143.51	119.11	119.11	0.00	0.00	*	313.01	0.00			
May	483.97	162.61	1188.12	415.84	370.21	307.28	307.28	0.33	943.05		313.01	101.99			
Jun	825.14	277.25	753.73	263.81	346.27	287.41	287.41	0.63	457.41		313.01	196.67			
Jul	353.06	118.63	1402.53	490.89	390.09	323.77	323.77	0.56	581.63		313.01	174.24			
Aug	0.00	0.00	135.67	47.48	30.39	25.22	25.22	0.32	78.82	*	313.01	25.22			
Sep	0.00	0.00	545.86	191.05	122.27	101.49	101.49	0.26	387.85		313.01	81.90			
Oct	0.00	0.00	789.04	276.16	176.74	146.70	146.70	0.14	1017.56		313.01	45.13			
									Crop SW CU (ac-ft)			625.16	625.16	0	**625**

2000 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	263.40
Small Grain	18.79	Small Grain Irr acres =	47.91
Alfalfa	33.95	Alfalfa Irr acres =	215.49

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 2000	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00																
Dec	0.00	0.00			0.00	0.00																
Jan	0.00	0.00			0.00	0.00																
Feb	0.00	0.00			0.00	0.00																
Mar	0.00	0.00			0.00	0.00																
Apr	0.00	0.00	731.91	256.17	163.95	136.08	125.17	0.04	3576.16		215.49	7.54	117.62	0.02	5428.77		47.91	1.04	8.58		
May	186.45	186.45	557.36	195.08	244.18	202.67	10.68	0.62	17.34	*	215.49	10.68	0.00	0.39	0.00	*	47.91	0.00	10.68		
Jun	255.71	255.71	1265.57	442.95	447.14	371.13	158.62	0.68	232.69	*	215.49	158.62	0.00	0.66	0.00	*	47.91	0.00	158.62		
Jul	175.30	175.30	985.40	344.89	332.92	276.32	109.02	0.54	203.14	*	215.49	109.02	0.00	0.46	0.00	*	47.91	0.00	109.02		
Aug	0.00	0.00	885.08	309.78	198.26	164.55	5.82	0.51	11.43	*	215.49	5.82	0.00	0.03	0.00	*	47.91	0.00	5.82		
Sep	0.00	0.00	260.24	91.08	58.29	48.38	0.00	0.36	0.00	*	215.49	0.00	0.00	0.00	0.00	*	47.91	0.00	0.00		
Oct	0.00	0.00	243.18	85.11	54.47	45.21	16.12	0.09	172.66	*	215.49	16.12	0.00	0.00	0.00	*	47.91	0.00	16.12		
									Crop SW CU (ac-ft)			307.80			Crop SW CU (ac-ft)			1.04	309	349	**657**

2000 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	311.75
Small Grain	18.79	Small Grain Irr acres =	0.00
Alfalfa	33.95	Alfalfa Irr acres =	311.75

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2000	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	23.80	8.00	731.91	256.17	169.07	140.32	140.32	0.04	4009.27		311.75	10.91			
May	747.78	251.25	557.36	195.08	285.65	237.09	237.09	0.62	384.99		311.75	191.99			
Jun	186.45	62.65	1265.57	442.95	323.58	268.57	268.57	0.68	393.99		311.75	212.51			
Jul	25.29	8.50	985.40	344.89	226.17	187.72	187.72	0.54	349.79	*	311.75	167.31			
Aug	0.00	0.00	885.08	309.78	198.26	164.55	164.55	0.51	323.18	*	311.75	158.73			
Sep	0.00	0.00	260.24	91.08	58.29	48.38	48.38	0.36	135.34	*	311.75	48.38			
Oct	0.00	0.00	243.18	85.11	54.47	45.21	45.21	0.09	484.41		311.75	29.10			
									Crop SW CU (ac-ft)			818.93	818.93	0	**819**

2001 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	263.40
Small Grain	15.65	Small Grain Irr acres =	71.88
Alfalfa	34.09	Alfalfa Irr acres =	191.54

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2001	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	940.18	329.06	210.60	174.80	145.56	0.09	1545.78		191.54	18.04	127.52	0.02	5276.87		71.88	1.74	19.77		
May	130.91	130.91	2130.28	745.60	560.97	465.60	317.09	0.48	662.90		191.54	91.62	225.47	0.20	1136.80		71.88	14.26	105.88		
Jun	129.92	129.92	2104.49	736.57	554.55	460.28	236.99	0.72	329.54		191.54	137.75	99.24	0.64	154.46	*	71.88	46.18	183.94		
Jul	49.98	49.98	1388.55	485.99	343.02	284.71	113.43	0.55	205.61	*	191.54	105.67	7.76	0.39	19.81	*	71.88	7.76	113.43		
Aug	0.00	0.00	1660.29	581.10	371.90	308.68	165.34	0.46	358.14		191.54	88.43	76.91	0.05	1591.31		71.88	3.47	91.90		
Sep	0.00	0.00	701.76	245.62	157.19	130.47	19.22	0.36	53.63	*	191.54	19.22	0.00	0.00	0.00	*	71.88	0.00	19.22		
Oct	0.00	0.00	203.11	71.09	45.50	37.76	0.00	0.18	0.00	*	191.54	0.00	0.00	0.00	0.00	*	71.88	0.00	0.00		
									Crop SW CU (ac-ft)			460.73			Crop SW CU (ac-ft)			73.41	534	104	**638**

2001 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	310.48
Small Grain	15.65	Small Grain Irr acres =	0.00
Alfalfa	34.09	Alfalfa Irr acres =	310.48

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2001	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	77.36	25.99	940.18	329.06	227.24	188.61	188.61	0.09	2002.89		310.48	29.24			
May	1069.11	359.22	2130.28	745.60	707.08	586.88	586.88	0.48	1226.93		310.48	148.51			
Jun	501.83	168.61	2104.49	736.57	579.32	480.84	480.84	0.72	668.60		310.48	223.29			
Jul	0.00	0.00	1388.55	485.99	311.04	258.16	258.16	0.55	467.96		310.48	171.28			
Aug	0.00	0.00	1660.29	581.10	371.90	308.68	308.68	0.46	668.62		310.48	143.34			
Sep	0.00	0.00	701.76	245.62	157.19	130.47	130.47	0.36	364.11	*	310.48	111.26			
Oct	0.00	0.00	203.11	71.09	45.50	37.76	37.76	0.18	210.77	*	310.48	37.76			
									Crop SW CU (ac-ft)			864.67	864.67	0	**865**

2002 CALCULATION OF CROP CONSUMPTIVE USE
ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	260.94
Small Grain	20.56	Small Grain Irr acres =	94.93
Alfalfa	34.83	Alfalfa Irr acres =	166.01

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 2002	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	208.27	72.89	0.00	0.00	0.00															
Dec	0.00	0.00			0.00	0.00	0.00															
Jan	0.00	0.00			0.00	0.00	0.00															
Feb	0.00	0.00			0.00	0.00	0.00															
Mar	0.00	0.00	117.03	40.96	26.21	0.00	0.00															
Apr	0.00	0.00	755.71	264.50	169.28	140.50	140.50	105.97	0.05	2192.52		94.93	4.59	101.38	0.11	907.91		94.93	10.60	15.19		
May	0.00	0.00	386.98	135.44	86.68	71.95	71.95	0.00	0.31	0.00		94.93	0.00	0.00	0.56	0.00		94.93	0.00	0.00		
Jun	0.00	0.00	138.65	48.53	31.06	25.78	25.78	0.00	0.73	0.00		94.93	0.00	0.00	0.80	0.00	*	94.93	0.00	0.00		
Jul	0.00	0.00	131.11	45.89	29.37	24.38	24.38	0.00	0.52	0.00		94.93	0.00	0.00	0.62	0.00	*	94.93	0.00	0.00		
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.11	0.00	*	94.93	0.00	0.00	0.53	0.00	*	94.93	0.00	0.00		
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	*	94.93	0.00	0.00	0.19	0.00	*	94.93	0.00	0.00		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	*	94.93	0.00	0.00	0.10	0.00	*	94.93	0.00	0.00		
										Crop SW CU (ac-ft)			4.59			Crop SW CU (ac-ft)			10.60	15	349	**364**

2002 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	309.22
Small Grain	20.56	Small Grain Irr acres =	0.00
Alfalfa	34.83	Alfalfa Irr acres =	309.22

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch													
Year 2002	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	208.27	72.89	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	117.03	40.96	0.00	0.00	0.00								
Apr	0.00	0.00	755.71	264.50	169.28	140.50	140.50	0.11	1258.22		309.22	34.53			
May	0.00	0.00	386.98	135.44	86.68	71.95	71.95	0.56	128.86		309.22	71.95			
Jun	0.00	0.00	138.65	48.53	31.06	25.78	25.78	0.80	32.32	*	309.22	25.78			
Jul	0.00	0.00	131.11	45.89	29.37	24.38	24.38	0.62	39.21	*	309.22	24.38			
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.53	0.00	*	309.22	0.00			
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.19	0.00	*	309.22	0.00			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	*	309.22	0.00			
									Crop SW CU (ac-ft)			156.63	157	0	**157**

2003 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	263.40
Small Grain	19.38	Small Grain Irr acres =	31.95
Alfalfa	35.03	Alfalfa Irr acres =	231.45

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2003	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	589.10	206.19	131.96	109.53	84.76	0.10	854.68		231.45	22.95	61.80	0.01	6180.35		31.95	0.32	23.27		
May	0.00	0.00	1114.73	390.16	249.70	207.25	63.63	0.58	110.66	*	231.45	63.63	0.00	0.20	0.00	*	31.95	0.00	63.63		
Jun	33.12	33.12	651.98	228.19	167.24	138.81	0.00	0.61	0.00	*	231.45	0.00	0.00	0.48	0.00	*	31.95	0.00	0.00		
Jul	153.23	153.23	1019.16	356.71	326.36	270.88	106.44	0.66	161.68	*	231.45	106.44	0.00	0.63	0.00	*	31.95	0.00	106.44		
Aug	0.00	0.00	673.36	235.68	150.83	125.19	0.00	0.55	0.00	*	231.45	0.00	0.00	0.30	0.00	*	31.95	0.00	0.00		
Sep	0.00	0.00	617.86	216.25	138.40	114.87	56.80	0.23	244.30	*	231.45	53.81	2.99	0.00	0.00	*	31.95	0.00	53.81		
Oct	0.00	0.00	198.35	69.42	44.43	36.88	0.00	0.20	0.00	*	231.45	0.00	0.00	0.00	0.00	*	31.95	0.00	0.00		
									Crop SW CU (ac-ft)			246.83			Crop SW CU (ac-ft)			0.32	247	349	**596**

2003 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	249.78
Small Grain	19.38	Small Grain Irr acres =	0.00
Alfalfa	35.03	Alfalfa Irr acres =	249.78

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2003	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	589.10	206.19	131.96	109.53	109.53	0.10	1104.46		249.78	24.77			
May	440.34	147.95	1114.73	390.16	344.39	285.84	285.84	0.58	497.12		249.78	143.62			
Jun	247.94	83.31	651.98	228.19	199.36	165.47	165.47	0.61	272.00	*	249.78	151.95			
Jul	49.09	16.49	1019.16	356.71	238.85	198.24	198.24	0.66	301.13	*	249.78	164.44			
Aug	111.57	37.49	673.36	235.68	174.82	145.10	145.10	0.55	263.83	*	249.78	137.38			
Sep	0.00	0.00	617.86	216.25	138.40	114.87	114.87	0.23	494.08		249.78	58.07			
Oct	0.00	0.00	198.35	69.42	44.43	36.88	36.88	0.20	187.51	*	249.78	36.88			
									Crop SW CU (ac-ft)			717.11	717.11	0	**717**

2004 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	214.95
Small Grain	17.88	Small Grain Irr acres =	26.07
Alfalfa	32.04	Alfalfa Irr acres =	188.88

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2004	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	702.16	245.76	157.28	130.55	130.55	0.00	0.00		188.88	0.00	130.55	0.00	0.00	*	26.07	0.00	0.00		
May	0.00	0.00	1137.34	398.07	254.76	211.45	100.11	0.59	171.12	*	188.88	100.11	0.00	0.23	0.00	*	26.07	0.00	100.11		
Jun	0.00	0.00	1196.84	418.89	268.09	222.52	99.59	0.65	154.20	*	188.88	99.59	0.00	0.54	0.00	*	26.07	0.00	99.59		
Jul	0.00	0.00	2020.89	707.31	452.68	375.72	278.49	0.51	545.17		188.88	96.48	182.01	0.48	379.84		26.07	12.49	108.98		
Aug	0.00	0.00	812.44	284.35	181.99	151.05	48.58	0.54	90.25	*	188.88	48.58	0.00	0.24	0.00	*	26.07	0.00	48.58		
Sep	0.00	0.00	552.80	193.48	123.83	102.78	45.04	0.30	148.48	*	188.88	45.04	0.00	0.00	0.00	*	26.07	0.00	45.04		
Oct	0.00	0.00	978.66	342.53	219.22	181.95	165.46	0.09	1909.11		188.88	16.37	149.09	0.00	0.00	*	26.07	0.00	16.37		
									Crop SW CU (ac-ft)			406.17			Crop SW CU (ac-ft)			12.49	419	124	**543**

2004 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	190.34
Small Grain	17.88	Small Grain Irr acres =	0.00
Alfalfa	32.04	Alfalfa Irr acres =	190.34

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2004	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	702.16	245.76	157.28	130.55	130.55	0.00	0.00	*	190.34	0.00			
May	482.78	162.21	1137.34	398.07	358.58	297.62	297.62	0.59	508.76		190.34	111.35			
Jun	274.52	92.24	1196.84	418.89	327.12	271.51	271.51	0.65	420.41		190.34	122.93			
Jul	0.00	0.00	2020.89	707.31	452.68	375.72	375.72	0.51	735.51		190.34	97.23			
Aug	284.10	95.46	812.44	284.35	243.08	201.76	201.76	0.54	374.78		190.34	102.47			
Sep	142.81	47.98	552.80	193.48	154.54	128.27	128.27	0.30	422.85		190.34	57.74			
Oct	134.88	45.32	978.66	342.53	248.22	206.03	206.03	0.09	2377.23		190.34	16.50			
									Crop SW CU (ac-ft)			508.21	508.21	0	**508**

2005 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	191.96
Small Grain	18.35	Small Grain Irr acres =	0.00
Alfalfa	33.19	Alfalfa Irr acres =	191.96

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2005	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	571.25	199.94	127.96	106.21	95.95	0.08	1224.93		191.96	15.04			
May	0.00	0.00	1136.35	397.72	254.54	211.27	144.84	0.51	285.40		191.96	97.42			
Jun	0.00	0.00	1578.27	552.39	353.53	293.43	204.64	0.68	301.68		191.96	130.21			
Jul	0.00	0.00	1106.79	387.38	247.92	205.77	124.29	0.62	199.66		191.96	124.29			
Aug	0.00	0.00	868.77	304.07	194.60	161.52	101.09	0.46	218.97		191.96	88.62			
Sep	0.00	0.00	898.33	314.42	201.23	167.02	123.71	0.33	373.94		191.96	63.51			
Oct	0.00	0.00	743.22	260.13	166.48	138.18	126.94	0.09	1478.96		191.96	16.48			
									Crop SW CU (ac-ft)			535.56	448	83	**531**

2005 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	130.90
Small Grain	18.35	Small Grain Irr acres =	0.00
Alfalfa	33.19	Alfalfa Irr acres =	130.90

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2005	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	19.84	8.73	571.25	199.94	371.19	308.09	308.09	0.08	3933.00		130.90	10.25			
May	657.73	215.74	1136.35	397.72	865.33	718.23	718.23	0.51	1415.23		130.90	66.43			
Jun	618.06	202.72	1578.27	552.39	1139.84	946.06	946.06	0.68	1394.69		130.90	88.79			
Jul	19.84	6.51	1106.79	387.38	712.51	591.38	591.38	0.62	950.01	*	130.90	81.49			
Aug	102.75	45.21	868.77	304.07	584.95	485.51	485.51	0.46	1051.64	*	130.90	60.43			
Sep	0.00	0.00	898.33	314.42	574.93	477.19	477.19	0.33	1442.40	*	130.90	43.31			
Oct	112.46	49.48	743.22	260.13	507.33	421.08	421.08	0.09	4905.83	*	130.90	11.24			
									Crop SW CU (ac-ft)			361.94	362	0	**362**

2006 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	191.78
Small Grain	18.18	Small Grain Irr acres =	0.00
Alfalfa	30.70	Alfalfa Irr acres =	179.60
New Alfalfa	18.65	New Alfalfa Irr acres =	12.18

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2006	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	626.19	219.17	140.27	116.42	101.85	0.10	1053.59		179.60	17.36	84.49	0.00	0.00	*	12.18	0.00	17.36		
May	0.00	0.00	1324.78	463.67	296.75	246.30	164.76	0.54	304.64		179.60	97.13	67.63	0.00	0.00	*	12.18	0.00	97.13		
Jun	0.00	0.00	1562.80	546.98	350.07	290.56	182.38	0.72	254.19	*	179.60	128.86	53.51	0.35	152.90	*	12.18	4.26	133.13		
Jul	0.00	0.00	956.05	334.62	214.16	177.75	114.55	0.42	273.28		179.60	75.28	39.27	0.42	93.68		12.18	5.10	80.39		
Aug	0.00	0.00	848.34	296.92	190.03	157.72	79.83	0.52	154.50	*	179.60	79.83	0.00	0.52	0.00	*	12.18	0.00	79.83		
Sep	0.00	0.00	442.32	154.81	99.08	82.24	47.56	0.23	206.78	*	179.60	41.31	6.25	0.23	27.18	*	12.18	2.80	44.11		
Oct	0.00	0.00	802.82	280.99	179.83	149.26	143.48	0.04	3742.98		179.60	6.88	136.60	0.04	3563.37		12.18	0.47	7.35		
									Crop SW CU (ac-ft)			446.66			Crop SW CU (ac-ft)			12.63	459	19	**478**

2006 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	150.77
Small Grain	18.18	Small Grain Irr acres =	0.00
Alfalfa	30.70	Alfalfa Irr acres =	150.77

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2006	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	626.19	219.17	140.27	116.42	116.42	0.10	1204.36		150.77	14.57			
May	726.56	244.12	1324.78	463.67	452.99	375.98	375.98	0.54	695.19		150.77	81.54			
Jun	225.72	75.84	1562.80	546.98	398.61	330.84	330.84	0.72	461.11		150.77	108.18			
Jul	75.27	25.29	956.05	334.62	230.34	191.18	191.18	0.42	456.10		150.77	63.20			
Aug	5.06	1.70	848.34	296.92	191.12	158.63	158.63	0.52	307.02		150.77	77.90			
Sep	101.16	33.99	442.32	154.81	120.83	100.29	100.29	0.23	436.05		150.77	34.68			
Oct	75.37	25.32	802.82	280.99	196.04	162.71	162.71	0.04	4244.68		150.77	5.78			
									Crop SW CU (ac-ft)			385.85	385.85	0	**386**

2007 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	191.60
Small Grain	17.69	Small Grain Irr acres =	0.00
Alfalfa	31.69	Alfalfa Irr acres =	167.27
New Alfalfa	21.34	New Alfalfa Irr acres =	24.35

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2007	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	801.33	280.47	179.50	148.98	133.77	0.09	1500.20		167.27	14.91	118.85	0.00	0.00	*	24.35	0.00	14.91		
May	0.00	0.00	1057.21	370.02	236.82	196.56	123.61	0.43	289.14		167.27	71.51	52.10	0.00	0.00	*	24.35	0.00	71.51		
Jun	0.00	0.00	1555.86	544.55	348.51	289.27	174.65	0.67	260.03		167.27	112.35	62.30	0.33	191.22	*	24.35	7.93	120.28		
Jul	0.00	0.00	1761.35	616.47	394.54	327.47	249.83	0.46	549.07		167.27	76.11	173.72	0.46	381.81		24.35	11.08	87.19		
Aug	0.00	0.00	2132.26	746.29	477.63	396.43	296.46	0.59	506.05		167.27	97.99	198.47	0.59	338.79		24.35	14.27	112.26		
Sep	0.00	0.00	796.77	278.87	178.48	148.14	106.90	0.24	442.33		167.27	40.42	66.47	0.24	275.07		24.35	5.89	46.31		
Oct	0.00	0.00	1354.73	474.16	303.46	251.87	222.72	0.17	1303.73		167.27	28.57	194.15	0.17	1136.46		24.35	4.16	32.73		
									Crop SW CU (ac-ft)			441.86			Crop SW CU (ac-ft)			43.33	485	0	**485**

2007 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	170.64
Small Grain	17.69	Small Grain Irr acres =	0.00
Alfalfa	31.69	Alfalfa Irr acres =	170.64

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2007	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	801.33	280.47	179.50	148.98	148.98	0.09	1670.84		170.64	15.22			
May	277.69	93.30	1057.21	370.02	296.53	246.12	246.12	0.43	575.72		170.64	72.95			
Jun	495.88	166.62	1555.86	544.55	455.15	377.77	377.77	0.67	562.44		170.64	114.61			
Jul	0.00	0.00	1761.35	616.47	394.54	327.47	327.47	0.46	719.71		170.64	77.64			
Aug	0.00	0.00	2132.26	746.29	477.63	396.43	396.43	0.59	676.69		170.64	99.97			
Sep	0.00	0.00	796.77	278.87	178.48	148.14	148.14	0.24	612.97		170.64	41.24			
Oct	0.00	0.00	1354.73	474.16	303.46	251.87	251.87	0.17	1474.37		170.64	29.15			
									Crop SW CU (ac-ft)			450.77	450.77	0	**451**

2008 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	191.42
Small Grain	17.35	Small Grain Irr acres =	0.00
Alfalfa	31.14	Alfalfa Irr acres =	154.94
New Alfalfa	20.69	New Alfalfa Irr acres =	36.48

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2008	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	297.53	104.14	66.65	55.32	38.17	0.09	424.12		154.94	13.94	24.23	0.00	0.00	*	36.48	0.00			13.94
May	0.00	0.00	1785.15	624.80	399.87	331.90	247.44	0.44	558.13		154.94	68.69	178.75	0.00	0.00	*	36.48	0.00			68.69
Jun	0.00	0.00	1630.44	570.65	365.22	303.13	175.49	0.67	261.92		154.94	103.81	71.68	0.33	215.59		36.48	12.13			115.94
Jul	0.00	0.00	2075.73	726.51	464.96	385.92	292.73	0.49	598.42		154.94	75.79	216.94	0.49	443.49		36.48	17.85			93.64
Aug	0.00	0.00	1889.28	661.25	423.20	351.25	264.26	0.46	578.66		154.94	70.75	193.50	0.46	423.73		36.48	16.66			87.42
Sep	0.00	0.00	1276.78	446.87	286.00	237.38	177.53	0.31	565.07		154.94	48.68	128.85	0.31	410.14		36.48	11.46			60.14
Oct	0.00	0.00	486.55	170.29	108.99	90.46	65.22	0.13	492.20		154.94	20.53	44.69	0.13	337.27		36.48	4.83			25.36
									Crop SW CU (ac-ft)			402.19			Crop SW CU (ac-ft)			62.94	465	0	**465**

2008 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	190.51
Small Grain	17.35	Small Grain Irr acres =	0.00
Alfalfa	31.14	Alfalfa Irr acres =	190.51

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2008	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	297.53	104.14	66.65	55.32	55.32	0.09	614.63		190.51	17.15			
May	545.46	183.27	1785.15	624.80	517.17	429.25	429.25	0.44	968.23		190.51	84.46			
Jun	647.81	217.66	1630.44	570.65	504.52	418.75	418.75	0.67	625.01		190.51	127.64			
Jul	512.54	172.21	2075.73	726.51	575.18	477.40	477.40	0.49	975.94		190.51	93.19			
Aug	0.00	0.00	1889.28	661.25	423.20	351.25	351.25	0.46	769.17		190.51	87.00			
Sep	0.00	0.00	1276.78	446.87	286.00	237.38	237.38	0.31	755.58		190.51	59.85			
Oct	0.00	0.00	486.55	170.29	108.99	90.46	90.46	0.13	682.71		190.51	25.24			
									Crop SW CU (ac-ft)			494.53	494.53	0	**495**

2009 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	191.24
Small Grain	17.82	Small Grain Irr acres =	0.00
Alfalfa	29.94	Alfalfa Irr acres =	142.64
New Alfalfa	19.34	New Alfalfa Irr acres =	48.60

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2009	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	218.19	76.37	48.87	40.57	27.90	0.00	0.00	*	48.60	0.00	27.90	0.05	597.83		142.64	6.66			6.66
May	0.00	0.00	2013.25	704.64	450.97	374.30	220.04	0.00	0.00	*	48.60	0.00	220.04	0.57	387.16		142.64	81.07			81.07
Jun	0.00	0.00	1217.87	426.25	272.80	226.43	80.98	0.27	303.67		48.60	12.96	68.02	0.54	126.94		142.64	68.02			80.98
Jul	0.00	0.00	1711.36	598.98	383.34	318.18	164.13	0.57	289.22		48.60	27.58	136.55	0.57	240.62		142.64	80.95			108.53
Aug	0.00	0.00	1910.71	668.75	428.00	355.24	225.40	0.48	471.22		48.60	23.25	202.15	0.48	422.62		142.64	68.23			91.48
Sep	0.00	0.00	393.33	137.67	88.11	73.13	3.91	0.26	15.34		48.60	3.91	0.00	0.26	0.00		142.64	0.00			3.91
Oct	0.00	0.00	324.90	113.72	72.78	60.41	48.42	0.04	1096.23		48.60	2.15	46.27	0.04	1047.63		142.64	6.30			8.45
									Crop SW CU (ac-ft)			69.84			Crop SW CU (ac-ft)			311.22	381	0	**381**

2009 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	17.82	Small Grain Irr acres =	0.00
Alfalfa	29.94	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2009	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	49.59	21.82	218.19	76.37	62.84	52.16	52.16	0.05	1117.64		271.44	12.67			
May	1128.41	370.12	2013.25	704.64	687.84	570.91	570.91	0.57	1004.53		271.44	154.27			
Jun	559.35	183.47	1217.87	426.25	390.22	323.88	323.88	0.54	604.45		271.44	145.45			
Jul	142.81	46.84	1711.36	598.98	413.32	343.06	343.06	0.57	604.51		271.44	154.04			
Aug	0.00	0.00	1910.71	668.75	428.00	355.24	355.24	0.48	742.66		271.44	129.84			
Sep	0.00	0.00	393.33	137.67	88.11	73.13	73.13	0.26	286.78		271.44	69.22			
Oct	0.00	0.00	324.90	113.72	72.78	60.41	60.41	0.04	1367.67		271.44	11.99			
									Crop SW CU (ac-ft)			677.47	677	0	**677**

2010 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	20.66	Small Grain Irr acres =	142.64
Alfalfa	34.93	Alfalfa Irr acres =	97.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2010	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	456.21	159.67	102.19	84.82	72.98	0.08	867.11		97.19	8.18	64.80	0.00	15552.42		142.64	0.59	7		
May	0.00	0.00	2568.63	899.02	575.37	477.56	386.22	0.49	792.24		97.19	47.38	338.84	0.19	1745.08		142.64	27.70	64		
Jun	0.00	0.00	2055.90	719.57	460.52	382.23	194.30	0.77	252.61		97.19	74.76	119.54	0.63	188.75		142.64	90.34	141		
Jul	0.00	0.00	1658.01	580.30	371.39	308.26	165.66	0.51	328.04		97.19	49.08	116.58	0.56	208.49		142.64	79.76	110		
Aug	0.00	0.00	1259.42	440.80	282.11	234.15	115.56	0.56	208.22		97.19	53.94	61.62	0.33	186.73		142.64	47.07	86		
Sep	0.00	0.00	745.20	260.82	166.92	138.55	90.87	0.36	255.36		97.19	34.58	56.28	0.00	0.00	*	142.64	0.00	29		
Oct	0.00	0.00	28.96	10.14	6.49	5.38	0.00	0.15	0.00		97.19	0.00	0.00	0.00	0.00	*	142.64	0.00	0		
									Crop SW CU (ac-ft)			267.92			Crop SW CU (ac-ft)			245.46	437	91	**528**

2010 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	20.66	Small Grain Irr acres =	137.44
Alfalfa	34.93	Alfalfa Irr acres =	134.00

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 2010	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	35.70	15.71	456.21	159.67	112.24	93.16	93.16	0.08	1106.88		134.00	11.28	81.88	0.00	19652.24		134.00	0.56			12
May	1112.15	364.79	2568.63	899.02	808.84	671.33	671.33	0.49	1377.09		134.00	65.33	606.01	0.19	3121.07		134.00	26.02			91
Jun	612.31	200.84	2055.90	719.57	589.06	488.92	488.92	0.77	635.65		134.00	103.07	385.85	0.63	609.24		134.00	84.87			188
Jul	0.00	0.00	1658.01	580.30	371.39	308.26	308.26	0.51	610.41		134.00	67.67	240.59	0.56	430.26		134.00	74.93			143
Aug	0.00	0.00	1259.42	440.80	282.11	234.15	234.15	0.56	421.89		134.00	74.37	159.78	0.33	484.19		134.00	44.22			119
Sep	0.00	0.00	745.20	260.82	166.92	138.55	138.55	0.36	389.36		134.00	47.68	90.87	0.00	0.00	*	134.00	0.00			48
Oct	0.00	0.00	28.96	10.14	6.49	5.38	5.38	0.15	35.11	*	134.00	5.38	0.00	0.00	0.00	*	134.00	0.00			5
									Crop SW CU (ac-ft)			374.78			Crop SW CU (ac-ft)			230.59	605	0	**605**

2011 CALCULATION OF CROP CONSUMPTIVE USE
ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	21.45	Small Grain Irr acres =	0.00
Alfalfa	34.89	Alfalfa Irr acres =	97.19
New Alfalfa	23.86	New Alfalfa Irr acres =	142.64

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2011	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	637.70	223.20	142.84	118.56	106.95	0.00	0.00	*	142.64	0.00	106.95	0.09	1234.01		97.19	8.42	8.42		
May	0.00	0.00	1184.15	414.45	265.25	220.16	160.19	0.00	0.00	*	142.64	0.00	160.19	0.45	357.97		97.19	43.49	43.49		
Jun	0.00	0.00	3005.00	1051.75	673.12	558.69	405.31	0.38	1080.83		142.64	53.49	351.82	0.76	462.92		97.19	73.86	127.35		
Jul	0.00	0.00	901.10	315.39	201.85	167.53	0.00	0.64	0.00		142.64	0.00	0.00	0.64	0.00		97.19	0.00	0.00		
Aug	0.00	0.00	843.38	295.18	188.92	156.80	0.00	0.59	0.00		142.64	0.00	0.00	0.59	0.00		97.19	0.00	0.00		
Sep	0.00	0.00	442.72	154.95	99.17	82.31	10.83	0.26	41.13		142.64	10.83	0.00	0.26	0.00		97.19	0.00	10.83		
Oct	0.00	0.00	779.12	272.69	174.52	144.85	112.96	0.12	961.36		142.64	16.76	96.20	0.12	818.72		97.19	11.42	28.18		
									Crop SW CU (ac-ft)			81.08			Crop SW CU (ac-ft)			137.20	218	78	**296**

2011 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	271.44
Small Grain	21.45	Small Grain Irr acres =	0.00
Alfalfa	34.89	Alfalfa Irr acres =	134.00
New Alfalfa	23.86	New Alfalfa Irr acres =	137.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 2011	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	637.70	223.20	408.13	338.75	338.75	0.00	0.00	*	137.44	0.00	338.75	0.09	3908.61		134.00	11.61			11.61
May	72.60	23.81	1184.15	414.45	773.10	641.67	641.67	0.00	0.00	*	137.44	0.00	641.67	0.45	1433.90		134.00	59.97			59.97
Jun	657.93	215.80	3005.00	1051.75	2061.31	1710.89	1710.89	0.38	4562.37		137.44	51.54	1659.35	0.76	2183.35		134.00	101.84			153.38
Jul	181.49	59.53	901.10	315.39	614.80	510.29	510.29	0.64	796.29		137.44	88.08	422.21	0.64	658.85		134.00	85.87			173.95
Aug	0.00	0.00	843.38	295.18	539.76	448.00	448.00	0.59	757.19		137.44	81.32	366.68	0.59	619.75		134.00	79.28			160.60
Sep	0.00	0.00	442.72	154.95	283.34	235.17	235.17	0.26	893.06		137.44	36.19	198.98	0.26	755.62		134.00	35.29			71.48
Oct	0.00	0.00	779.12	272.69	498.64	413.87	413.87	0.12	3522.29		137.44	16.15	397.72	0.12	3384.85		134.00	15.75			31.89
									Crop SW CU (ac-ft)			273.28			Crop SW CU (ac-ft)			389.61	663	0	**663**

2012 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	20.50	Small Grain Irr acres =	0.00
Alfalfa	35.01	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch													
Year 2012	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	1524.32	533.51	341.45	283.40	267.94	0.07	4019.09	*	239.83	15.99			
May	0.00	0.00	1485.44	519.90	332.74	276.17	172.29	0.48	359.56	*	239.83	114.92			
Jun	0.00	0.00	842.00	294.70	188.61	156.54	0.00	0.84	0.00		239.83	0.00			
Jul	0.00	0.00	722.19	252.77	161.77	134.27	0.00	0.59	0.00		239.83	0.00			
Aug	0.00	0.00	313.59	109.76	70.24	58.30	0.00	0.53	0.00		239.83	0.00			
Sep	0.00	0.00	459.97	160.99	103.03	85.52	51.84	0.25	211.61		239.83	51.84			
Oct	0.00	0.00	561.33	196.47	125.74	104.36	82.26	0.16	511.45		239.83	38.57			
									Crop SW CU (ac-ft)			221.32	221	349	**570**

2012 CALCULATION OF CROP CONSUMPTIVE USE
ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	20.50	Small Grain Irr acres =	134.00
Alfalfa	35.01	Alfalfa Irr acres =	137.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 2012	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated New per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	252.90	111.28	1524.32	533.51	412.66	342.51	342.51	0.07	5137.67		137.44	9.16	333.35	0.05	7273.06		137.44	6.30	15.46		
May	487.94	160.04	1485.44	519.90	435.17	361.19	361.19	0.48	753.78		137.44	65.86	295.33	0.28	1067.46		137.44	38.03	103.88		
Jun	0.00	0.00	842.00	294.70	188.61	156.54	156.54	0.84	186.92		137.44	115.11	41.44	0.77	53.82		137.44	41.44	156.54		
Jul	0.00	0.00	722.19	252.77	161.77	134.27	134.27	0.59	228.54		137.44	80.75	53.52	0.51	105.47		137.44	53.52	134.27		
Aug	0.00	0.00	313.59	109.76	70.24	58.30	58.30	0.53	109.83		137.44	58.30	0.00	0.11	0.00		137.44	0.00	58.30		
Sep	0.00	0.00	459.97	160.99	103.03	85.52	85.52	0.25	349.05		137.44	33.67	51.84	0.00	0.00	*	137.44	0.00	33.67		
Oct	0.00	0.00	561.33	196.47	125.74	104.36	104.36	0.16	648.89		137.44	22.10	82.26	0.00	0.00	*	137.44	0.00	22.10		
									Crop SW CU (ac-ft)			384.95			Crop SW CU (ac-ft)			139.29	524	0	**524**

2013 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	132.35
Small Grain	18.93	Small Grain Irr acres =	0.00
Alfalfa	32.17	Alfalfa Irr acres =	132.35

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2013	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	1524.32	533.51	341.45	283.40	271.70	0.09	3018.84		132.35	11.91			
May	0.00	0.00	1485.44	519.90	332.74	276.17	210.27	0.51	415.01		132.35	67.06			
Jun	0.00	0.00	832.58	291.40	186.50	154.79	0.00	0.78	0.00		132.35	0.00			
Jul	0.00	0.00	305.06	106.77	68.33	56.72	0.00	0.54	0.00		132.35	0.00			
Aug	0.00	0.00	386.78	135.37	86.64	71.91	0.00	0.50	0.00		132.35	0.00			
Sep	0.00	0.00	815.22	285.33	182.61	151.57	107.65	0.17	642.68		132.35	22.17			
Oct	0.00	0.00	922.33	322.82	206.60	171.48	147.45	0.09	1608.50		132.35	12.13			
									Crop SW CU (ac-ft)			113.27	113	150	**264**

2013 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	262.19
Small Grain	18.93	Small Grain Irr acres =	0.00
Alfalfa	32.17	Alfalfa Irr acres =	130.07
New Alfalfa	20.13	New Alfalfa Irr acres =	132.12

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 2013	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	1524.32	533.51	341.45	283.40	283.40	0.00	0.00	*	132.12	0.00	283.40	0.09	3148.91		130.07	11.71			11.71
May	243.57	79.89	1485.44	519.90	383.87	318.61	318.61	0.00	0.00	*	132.12	0.00	318.61	0.51	628.84		130.07	65.90			65.90
Jun	0.00	0.00	892.58	312.40	199.94	165.95	165.95	0.38	440.57		132.12	49.77	116.18	0.78	148.48		130.07	116.18			165.95
Jul	0.00	0.00	305.06	106.77	68.33	56.72	56.72	0.54	104.55		132.12	56.72	0.00	0.54	0.00		130.07	0.00			56.72
Aug	0.00	0.00	386.78	135.37	86.64	71.91	71.91	0.50	144.06		132.12	65.95	5.96	0.50	11.94		130.07	5.96			71.91
Sep	0.00	0.00	315.22	110.33	70.61	58.61	58.61	0.17	349.88		132.12	22.13	36.48	0.17	217.76		130.07	21.79			43.92
Oct	0.00	0.00	922.33	322.82	206.60	171.48	171.48	0.09	1870.69		132.12	12.11	159.37	0.09	1738.57		130.07	11.92			24.03
									Crop SW CU (ac-ft)			206.67			Crop SW CU (ac-ft)			233.46	440	0	**440**

2014 CALCULATION OF CROP CONSUMPTIVE USE
ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	239.83
Small Grain	18.96	Small Grain Irr acres =	0.00
Alfalfa	33.52	Alfalfa Irr acres =	142.64
New Alfalfa	22.55	New Alfalfa Irr acres =	97.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2014	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	716.36	250.73	160.46	133.19	108.30	0.00	0.00	*	97.19	0.00	108.30	0.09	1181.49		142.64	13.08	13.08		
May	0.00	0.00	2123.97	743.39	475.77	394.89	268.90	0.00	0.00	*	97.19	0.00	268.90	0.46	579.31		142.64	66.21	66.21		
Jun	0.00	0.00	1225.41	428.89	274.49	227.83	36.46	0.35	105.44		97.19	33.61	2.85	0.71	4.04		142.64	2.85	36.46		
Jul	0.00	0.00	1372.58	480.40	307.46	255.19	116.98	0.51	229.75		97.19	49.49	67.50	0.51	132.56		142.64	67.50	116.98		
Aug	0.00	0.00	986.20	345.17	220.91	183.35	49.67	0.49	100.85		97.19	47.87	1.80	0.49	3.66		142.64	1.80	49.67		
Sep	0.00	0.00	332.83	116.49	74.55	61.88	0.00	0.38	0.00		97.19	0.00	0.00	0.38	0.00		142.64	0.00	0.00		
Oct	0.00	0.00	48.40	16.94	10.84	9.00	0.00	0.15	0.00		97.19	0.00	0.00	0.15	0.00		142.64	0.00	0.00		
									Crop SW CU (ac-ft)			130.96			Crop SW CU (ac-ft)			151.44	282	62	**344**

2014 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	271.44
Small Grain	18.96	Small Grain Irr acres =	0.00
Alfalfa	33.52	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2014	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	232.72	102.40	716.36	250.73	226.00	187.58	187.58	0.09	2046.31		271.44	24.88			
May	930.08	305.07	2123.97	743.39	671.01	556.94	556.94	0.46	1199.87		271.44	125.99			
Jun	447.00	146.62	1225.41	428.89	368.33	305.71	305.71	0.71	433.63		271.44	191.37			
Jul	0.00	0.00	1372.58	480.40	307.46	255.19	255.19	0.51	501.19		271.44	138.21			
Aug	0.00	0.00	986.20	345.17	220.91	183.35	183.35	0.49	372.29		271.44	133.68			
Sep	0.00	0.00	332.83	116.49	74.55	61.88	61.88	0.38	164.28		271.44	61.88			
Oct	0.00	0.00	48.40	16.94	10.84	9.00	9.00	0.15	58.37	*	271.44	9.00			
									Crop SW CU (ac-ft)			685.01	685	0	**685**

2015 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	16.61	Small Grain Irr acres =	0.00
Alfalfa	31.24	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2015	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	813.24	284.63	182.17	151.20	130.16	0.08	1679.50		239.83	18.59			
May	0.00	0.00	932.25	326.29	208.82	173.32	87.37	0.32	275.90		239.83	75.95			
Jun	0.00	0.00	1779.60	622.86	398.63	330.86	148.55	0.67	221.16		239.83	148.55			
Jul	0.00	0.00	1348.98	472.14	302.17	250.80	115.31	0.50	231.00		239.83	115.31			
Aug	0.00	0.00	433.59	151.76	97.12	80.61	0.00	0.58	0.00	*	239.83	0.00			
Sep	0.00	0.00	173.56	60.75	38.88	32.27	0.00	0.32	0.00	*	239.83	0.00			
Oct	0.00	0.00	279.67	97.88	62.65	52.00	14.22	0.14	102.19		239.83	14.22			
									Crop SW CU (ac-ft)			372.61	373	29	**402**

2015 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	16.61	Small Grain Irr acres =	0.00
Alfalfa	31.24	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch													
Year 2015	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	813.24	284.63	182.17	151.20	151.20	0.08	1950.94		271.44	21.04			
May	0.00	0.00	932.25	326.29	208.82	173.32	173.32	0.32	547.34		271.44	85.96			
Jun	36.30	11.91	1779.60	622.86	406.25	337.19	337.19	0.67	502.02		271.44	182.32			
Jul	658.13	215.87	1348.98	472.14	440.33	365.47	365.47	0.50	732.16		271.44	135.49			
Aug	0.00	0.00	433.59	151.76	97.12	80.61	80.61	0.58	139.99		271.44	80.61			
Sep	0.00	0.00	173.56	60.75	38.88	32.27	32.27	0.32	99.54	*	271.44	32.27			
Oct	0.00	0.00	279.67	97.88	62.65	52.00	52.00	0.14	373.63		271.44	37.78			
									Crop SW CU (ac-ft)			575.46	575	0	**575**

2016 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	219.42
Small Grain	18.36	Small Grain Irr acres =	0.00
Alfalfa	32.42	Alfalfa Irr acres =	219.42

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2016	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	563.31	197.16	126.18	104.73	96.56	0.03	2971.20		219.42	7.13			
May	0.00	0.00	2585.89	905.06	579.24	480.77	385.28	0.38	1013.90		219.42	83.38			
Jun	0.00	0.00	1398.76	489.57	313.32	260.06	71.60	0.75	95.46		219.42	71.60			
Jul	0.00	0.00	1488.42	520.95	333.41	276.73	115.49	0.64	179.98		219.42	115.49			
Aug	0.00	0.00	1045.90	366.07	234.28	194.45	99.39	0.38	262.69		219.42	83.01			
Sep	0.00	0.00	788.84	276.09	176.70	146.66	62.90	0.33	188.70		219.42	62.90			
Oct	0.00	0.00	80.33	28.12	17.99	14.93	0.00	0.19	0.00		219.42	0.00			
									Crop SW CU (ac-ft)			423.51	411	13	**424**

2016 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	251.28
Small Grain	18.36	Small Grain Irr acres =	0.00
Alfalfa	32.42	Alfalfa Irr acres =	251.28

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2016	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	563.31	197.16	126.18	104.73	104.73	0.03	3222.48		251.28	8.17			
May	0.00	0.00	2585.89	905.06	579.24	480.77	480.77	0.38	1265.18		251.28	95.49			
Jun	0.00	0.00	1398.76	489.57	313.32	260.06	260.06	0.75	346.74		251.28	188.46			
Jul	0.00	0.00	1488.42	520.95	333.41	276.73	276.73	0.64	431.26		251.28	161.24			
Aug	0.00	0.00	1045.90	366.07	234.28	194.45	194.45	0.38	513.97		251.28	95.07			
Sep	0.00	0.00	788.84	276.09	176.70	146.66	146.66	0.33	439.98		251.28	83.76			
Oct	0.00	0.00	80.33	28.12	17.99	14.93	14.93	0.19	80.73	*	251.28	14.93			
									Crop SW CU (ac-ft)			647.11	647	0	**647**

2017 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	239.83
Small Grain	16.35	Small Grain Irr acres =	0.00
Alfalfa	29.33	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2017	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	646.62	226.32	144.84	120.22	101.90	0.07	1509.59		239.83	16.19			
May	0.00	0.00	1599.69	559.89	358.33	297.41	196.76	0.37	530.58		239.83	88.94			
Jun	0.00	0.00	1224.81	428.68	274.36	227.72	0.00	0.73	0.00		239.83	0.00			
Jul	0.00	0.00	1374.57	481.10	307.90	255.56	146.08	0.40	362.18		239.83	96.73			
Aug	0.00	0.00	1276.78	446.87	286.00	237.38	98.94	0.51	194.01		239.83	98.94			
Sep	0.00	0.00	939.78	328.92	210.51	174.72	114.55	0.22	516.79		239.83	53.16			
Oct	0.00	0.00	654.56	229.10	146.62	121.70	82.79	0.14	577.60		239.83	34.38			
									Crop SW CU (ac-ft)			388.34	388	0	**388**

2017 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	271.44
Small Grain	16.35	Small Grain Irr acres =	0.00
Alfalfa	29.33	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2017	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	119.01	52.36	646.62	226.32	178.36	148.04	148.04	0.07	2193.12		271.44	18.32			
May	809.47	265.51	1599.69	559.89	528.25	438.45	438.45	0.37	1182.34		271.44	100.66			
Jun	551.41	180.86	1224.81	428.68	390.11	323.79	323.79	0.73	444.56		271.44	197.70			
Jul	0.00	0.00	1374.57	481.10	307.90	255.56	255.56	0.40	633.62		271.44	109.48			
Aug	0.00	0.00	1276.78	446.87	286.00	237.38	237.38	0.51	465.45		271.44	138.43			
Sep	0.00	0.00	939.78	328.92	210.51	174.72	174.72	0.22	788.23		271.44	60.17			
Oct	0.00	0.00	654.56	229.10	146.62	121.70	121.70	0.14	849.04		271.44	38.91			
									Crop SW CU (ac-ft)			663.67	664	0	**664**

2018 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	20.47	Small Grain Irr acres =	0.00
Alfalfa	34.14	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch													
Year 2018	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	658.52	230.48	147.51	122.43	95.97	0.10	984.27		239.83	23.38			
May	0.00	0.00	1969.62	689.37	441.19	366.19	216.45	0.55	392.35		239.83	132.31			
Jun	0.00	0.00	875.32	306.36	196.07	162.74	0.00	0.70	0.00		239.83	0.00			
Jul	0.00	0.00	202.91	71.02	45.45	37.73	0.00	0.59	0.00		239.83	0.00			
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.54	0.00	*	239.83	0.00			
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.29	0.00	*	239.83	0.00			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.00	*	239.83	0.00			
									Crop SW CU (ac-ft)			155.69	156	140	**295**

2018 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	20.47	Small Grain Irr acres =	0.00
Alfalfa	34.14	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch													
Year 2018	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	108.95	47.94	658.52	230.48	178.19	147.90	147.90	0.10	1516.89		271.44	26.47			
May	1206.58	395.76	1969.62	689.37	694.48	576.42	576.42	0.55	1044.87		271.44	149.74			
Jun	0.00	0.00	875.32	306.36	196.07	162.74	162.74	0.70	231.66		271.44	162.74			
Jul	0.00	0.00	202.91	71.02	45.45	37.73	37.73	0.59	64.03	*	271.44	37.73			
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.54	0.00	*	271.44	0.00			
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.29	0.00	*	271.44	0.00			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.00	*	271.44	0.00			
									Crop SW CU (ac-ft)			376.67	377	0	**377**

2019 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	18.38	Small Grain Irr acres =	0.00
Alfalfa	30.95	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2019	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	725.96	254.09	162.62	134.97	126.38	0.06	2022.09		239.83	14.99			
May	0.00	0.00	2268.73	794.06	508.20	421.80	376.68	0.33	1147.24		239.83	78.74			
Jun	0.00	0.00	2237.39	783.09	501.18	415.98	330.19	0.62	529.01		239.83	149.69			
Jul	0.00	0.00	1668.72	584.05	373.79	310.25	224.69	0.62	360.95		239.83	149.29			
Aug	0.00	0.00	1925.98	674.09	431.42	358.08	282.14	0.55	510.67		239.83	132.51			
Sep	0.00	0.00	820.48	287.17	183.79	152.54	107.07	0.33	323.65		239.83	79.34			
Oct	0.00	0.00	76.54	26.79	17.14	14.23	6.21	0.06	106.51		239.83	6.21			
									Crop SW CU (ac-ft)			610.78	611	0	**611**

2019 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	137.44
Small Grain	18.38	Small Grain Irr acres =	0.00
Alfalfa	30.95	Alfalfa Irr acres =	137.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2019	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	529.59	233.02	725.96	254.09	311.75	258.75	258.75	0.06	4140.01		137.44	8.59			
May	1340.85	439.80	2268.73	794.06	789.67	655.42	655.42	0.33	1996.21		137.44	45.13			
Jun	543.48	178.26	2237.39	783.09	615.26	510.67	510.67	0.62	818.16		137.44	85.79			
Jul	97.19	31.88	1668.72	584.05	394.20	327.18	327.18	0.62	525.59		137.44	85.56			
Aug	0.00	0.00	1925.98	674.09	431.42	358.08	358.08	0.55	648.11		137.44	75.94			
Sep	0.00	0.00	820.45	287.16	183.78	152.54	152.54	0.33	461.07		137.44	45.47			
Oct	0.00	0.00	76.54	26.79	17.14	14.23	14.23	0.06	243.95		137.44	8.02			
									Crop SW CU (ac-ft)			354.48	354	0	**354**

2020 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	18.28	Small Grain Irr acres =	0.00
Alfalfa	32.64	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2019	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	280.68	98.24	62.87	52.18	45.17	0.11	426.82		239.83	25.38			
May	0.00	0.00	3599.97	1259.99	806.39	669.31	600.54	0.54	1122.51		239.83	128.31			
Jun	0.00	0.00	1144.96	400.74	256.47	212.87	51.36	0.66	78.02		239.83	51.36			
Jul	0.00	0.00	379.18	132.71	84.94	70.50	0.00	0.49	0.00		239.83	0.00			
Aug	0.00	0.00	92.75	32.46	20.78	17.24	0.00	0.54	0.00		239.83	0.00			
Sep	0.00	0.00	151.14	52.90	33.86	28.10	28.10	0.24	119.57		239.83	28.10			
Oct	0.00	0.00	2.14	0.75	0.48	0.40	0.40	0.16	2.57		239.83	0.40			
									Crop SW CU (ac-ft)			233.55	234	189	**423**

2020 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	18.28	Small Grain Irr acres =	271.44
Alfalfa	32.64	Alfalfa Irr acres =	0.00

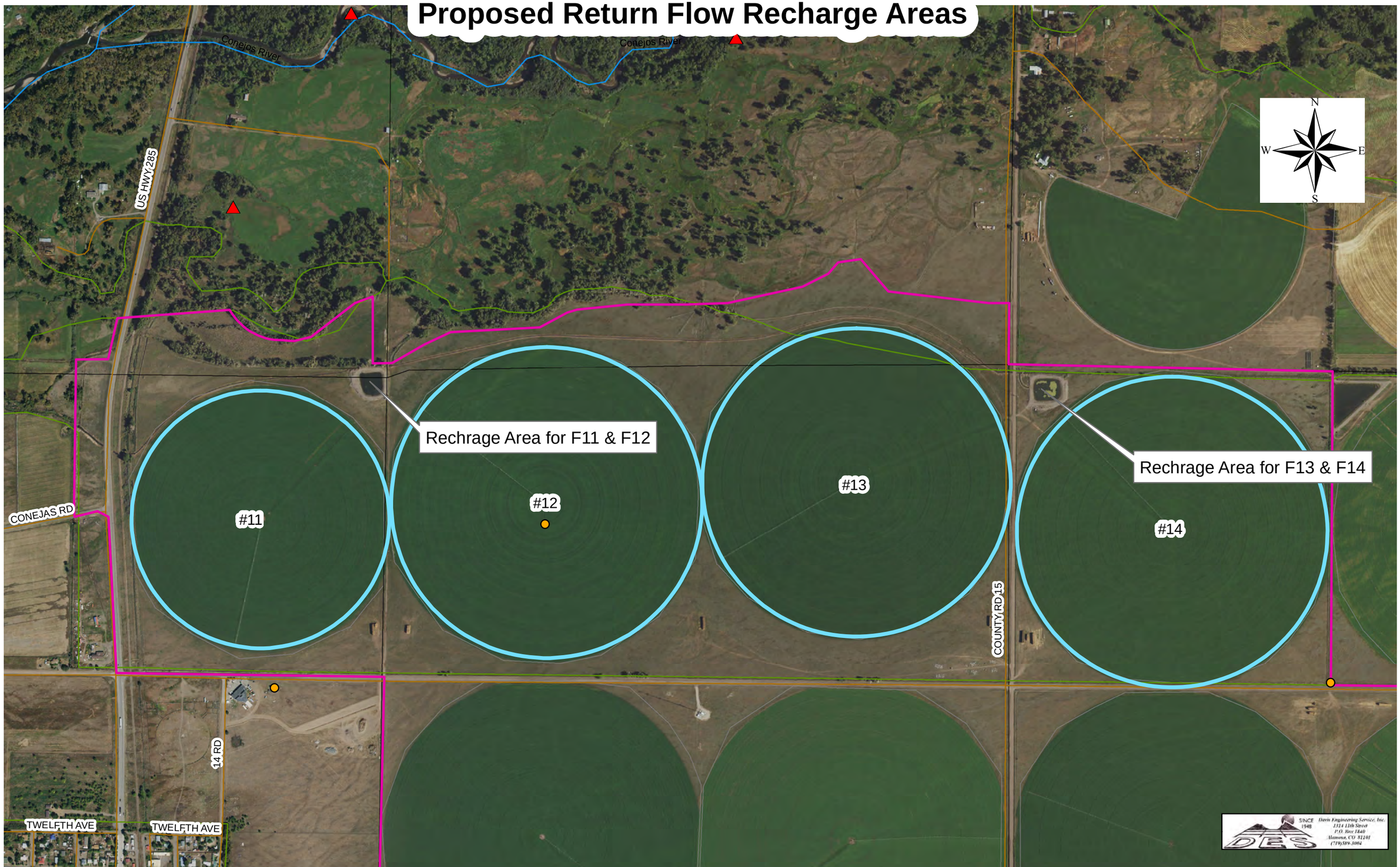
Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2019	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	280.68	98.24	62.87	52.18	52.18	0.03	2020.01		271.44	7.01			
May	1665.53	546.29	3599.97	1259.99	1156.02	959.50	959.50	0.25	3787.49		271.44	68.76			
Jun	243.91	80.00	1144.96	400.74	307.67	255.37	255.37	0.60	429.19		271.44	161.51			
Jul	0.00	0.00	379.18	132.71	84.94	70.50	70.50	0.45	158.42		271.44	70.50			
Aug	0.00	0.00	92.75	32.46	20.78	17.24	17.24	0.21	84.12		271.44	17.24			
Sep	0.00	0.00	151.14	52.90	33.86	28.10	28.10	0.00	0.00		271.44	0.00			
Oct	0.00	0.00	2.14	0.75	0.48	0.40	0.40	0.00	0.00		271.44	0.00			
									Crop SW CU (ac-ft)			325.03	325	0	**325**

Attachment 7

Map of Recharge Areas

Proposed Return Flow Recharge Areas



Draft prepared April 19, 2022

Attachment 8

Return Flow Information

F11 & F12 Monthly Total Diversions (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	20.75	72.42	257.41	0.00	0.00	0.00	0.00	350.57
1979	16.74	117.63	243.23	274.07	110.98	0.00	0.00	762.65
1980	8.40	96.89	298.55	296.63	219.51	77.54	0.00	997.53
1981	42.02	153.33	304.09	213.50	48.91	65.19	26.74	853.78
1982	13.15	88.54	229.54	267.24	175.89	40.46	20.73	835.56
1983	0.00	79.46	192.96	312.17	222.73	101.15	30.51	938.98
1984	0.00	178.43	246.08	260.05	162.51	75.89	7.26	930.22
1985	15.01	155.79	285.27	207.96	164.69	24.10	14.59	867.41
1986	15.09	143.34	262.18	201.68	157.89	70.42	14.79	865.39
1987	27.25	179.39	314.88	270.98	65.99	5.52	0.00	864.02
1988	34.32	171.22	292.87	232.62	228.80	82.19	0.00	1042.02
1989	33.87	252.50	285.22	264.82	233.10	0.00	49.65	1119.17
1990	28.75	160.84	343.04	219.50	215.61	0.00	53.61	1021.34
1991	35.28	206.61	296.78	240.33	202.69	135.65	0.00	1117.35
1992	31.39	233.03	275.75	219.18	135.70	146.78	71.21	1113.04
1993	20.04	245.51	309.78	285.03	151.70	124.95	37.13	1174.15
1994	42.69	194.95	358.88	249.73	233.61	112.78	0.00	1192.64
1995	17.47	154.82	269.42	241.38	269.42	114.19	69.08	1135.78
1996	52.47	325.89	204.23	251.69	216.66	43.57	38.94	1133.45
1997	28.53	222.88	221.21	274.15	252.65	117.85	61.61	1178.87
1998	30.69	256.26	325.61	236.73	249.89	149.98	15.54	1264.71
1999	0.00	149.42	10.59	162.87	0.00	98.35	65.29	486.52
2000	16.15	20.11	298.60	205.23	10.96	0.00	30.34	581.39
2001	37.23	199.32	346.27	213.53	173.01	36.17	0.00	1005.53
2002	28.59	0.00	0.00	0.00	0.00	0.00	0.00	28.59
2003	43.81	119.78	0.00	200.38	0.00	101.30	0.00	465.27
2004	0.00	188.45	187.48	205.15	91.46	84.79	30.82	788.15
2005	28.31	183.40	245.13	233.98	166.83	119.55	31.02	1008.21
2006	32.68	182.86	250.62	151.33	150.27	83.04	13.84	864.64
2007	28.08	134.61	226.44	164.13	211.33	87.18	61.62	913.38
2008	26.25	129.31	218.26	176.27	164.56	113.21	47.75	875.61
2009	12.53	152.61	152.45	204.31	172.21	7.36	15.90	717.37
2010	16.52	141.33	310.79	242.55	190.16	65.10	0.00	966.45
2011	15.86	81.88	239.75	0.00	0.00	0.00	53.05	390.53
2012	30.10	216.34	0.00	0.00	0.00	97.60	72.61	416.65
2013	22.42	126.24	0.00	0.00	0.00	41.73	22.84	213.23
2014	24.61	124.64	68.64	220.22	93.51	0.00	0.00	531.62
2015	34.99	142.97	279.64	217.07	0.00	0.00	26.77	701.45
2016	13.42	156.96	134.78	217.41	156.28	118.41	0.00	797.27
2017	30.48	167.43	0.00	182.10	186.27	100.08	64.71	731.06
2018	44.02	249.07	0.00	0.00	0.00	0.00	0.00	293.09
2019	28.22	148.24	281.80	281.05	249.45	149.37	11.70	1149.82
2020	47.78	241.55	96.69	0.00	0.00	52.90	0.75	439.67
Average	**25.02**	**161.54**	**213.14**	**192.95**	**133.38**	**66.15**	**24.66**	**816.84**

F11 & F12 Monthly Ditch Loss (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	7.47	26.07	92.67	0.00	0.00	0.00	0.00	126.21
1979	6.03	42.35	87.56	98.67	39.95	0.00	0.00	274.56
1980	3.03	34.88	107.48	106.79	79.03	27.92	0.00	359.11
1981	15.13	55.20	109.47	76.86	17.61	23.47	9.63	307.36
1982	4.74	31.88	82.63	96.21	63.32	14.57	7.46	300.80
1983	0.00	28.61	69.47	112.38	80.18	36.41	10.98	338.03
1984	0.00	64.24	88.59	93.62	58.50	27.32	2.61	334.88
1985	5.40	56.09	102.70	74.87	59.29	8.68	5.25	312.27
1986	5.43	51.60	94.38	72.61	56.84	25.35	5.33	311.54
1987	9.81	64.58	113.36	97.55	23.76	1.99	0.00	311.05
1988	12.36	61.64	105.43	83.74	82.37	29.59	0.00	375.13
1989	12.19	90.90	102.68	95.34	83.92	0.00	17.88	402.90
1990	10.35	57.90	123.49	79.02	77.62	0.00	19.30	367.68
1991	12.70	74.38	106.84	86.52	72.97	48.83	0.00	402.25
1992	11.30	83.89	99.27	78.90	48.85	52.84	25.64	400.69
1993	7.21	88.38	111.52	102.61	54.61	44.98	13.37	422.69
1994	15.37	70.18	129.20	89.90	84.10	40.60	0.00	429.35
1995	6.29	55.74	96.99	86.90	96.99	41.11	24.87	408.88
1996	18.89	117.32	73.52	90.61	78.00	15.69	14.02	408.04
1997	10.27	80.24	79.63	98.69	90.95	42.42	22.18	424.39
1998	11.05	92.25	117.22	85.22	89.96	53.99	5.60	455.29
1999	0.00	53.79	3.81	58.63	0.00	35.41	23.50	175.15
2000	5.81	7.24	107.50	73.88	3.95	0.00	10.92	209.30
2001	13.40	71.76	124.66	76.87	62.28	13.02	0.00	361.99
2002	10.29	0.00	0.00	0.00	0.00	0.00	0.00	10.29
2003	15.77	43.12	0.00	72.14	0.00	36.47	0.00	167.50
2004	0.00	67.84	67.49	73.86	32.92	30.52	11.09	283.73
2005	10.19	66.02	88.25	84.23	60.06	43.04	11.17	362.96
2006	11.77	65.83	90.22	54.48	54.10	29.89	4.98	311.27
2007	10.11	48.46	81.52	59.09	76.08	31.38	22.18	328.82
2008	9.45	46.55	78.57	63.46	59.24	40.76	17.19	315.22
2009	4.51	54.94	54.88	73.55	61.99	2.65	5.72	258.25
2010	5.95	50.88	111.89	87.32	68.46	23.44	0.00	347.92
2011	5.71	29.48	86.31	0.00	0.00	0.00	19.10	140.59
2012	10.84	77.88	0.00	0.00	0.00	35.14	26.14	149.99
2013	8.07	45.45	0.00	0.00	0.00	15.02	8.22	76.76
2014	8.86	44.87	24.71	79.28	33.66	0.00	0.00	191.38
2015	12.60	51.47	100.67	78.15	0.00	0.00	9.64	252.52
2016	4.83	56.51	48.52	78.27	56.26	42.63	0.00	287.02
2017	10.97	60.27	0.00	65.56	67.06	36.03	23.30	263.18
2018	15.85	89.67	0.00	0.00	0.00	0.00	0.00	105.51
2019	10.16	53.37	101.45	101.18	89.80	53.77	4.21	413.94
2020	17.20	86.96	34.81	0.00	0.00	19.04	0.27	158.28
Average	**9.01**	**58.15**	**76.73**	**69.46**	**48.02**	**23.81**	**8.88**	**294.06**

F11 & F12 Monthly Total Farm Headgate Deliveries (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	13.28	46.35	164.74	0.00	0.00	0.00	0.00	224.37
1979	10.72	75.28	155.67	175.41	71.03	0.00	0.00	488.10
1980	5.38	62.01	191.07	189.84	140.49	49.63	0.00	638.42
1981	26.89	98.13	194.62	136.64	31.30	41.72	17.11	546.42
1982	8.42	56.67	146.91	171.03	112.57	25.90	13.27	534.76
1983	0.00	50.86	123.50	199.79	142.55	64.73	19.52	600.94
1984	0.00	114.20	157.49	166.43	104.01	48.57	4.65	595.34
1985	9.61	99.71	182.57	133.09	105.40	15.42	9.34	555.14
1986	9.66	91.74	167.79	129.08	101.05	45.07	9.47	553.85
1987	17.44	114.81	201.53	173.43	42.23	3.53	0.00	552.97
1988	21.97	109.58	187.44	148.87	146.43	52.60	0.00	666.89
1989	21.68	161.60	182.54	169.49	149.18	0.00	31.78	716.27
1990	18.40	102.93	219.54	140.48	137.99	0.00	34.31	653.66
1991	22.58	132.23	189.94	153.81	129.72	86.82	0.00	715.10
1992	20.09	149.14	176.48	140.27	86.85	93.94	45.58	712.34
1993	12.83	157.13	198.26	182.42	97.09	79.97	23.76	751.45
1994	27.32	124.77	229.68	159.82	149.51	72.18	0.00	763.29
1995	11.18	99.09	172.43	154.48	172.43	73.08	44.21	726.90
1996	33.58	208.57	130.71	161.08	138.66	27.89	24.92	725.41
1997	18.26	142.64	141.57	175.46	161.69	75.42	39.43	754.48
1998	19.64	164.01	208.39	151.51	159.93	95.99	9.95	809.41
1999	0.00	95.63	6.78	104.24	0.00	62.95	41.79	311.37
2000	10.34	12.87	191.11	131.35	7.01	0.00	19.42	372.09
2001	23.82	127.56	221.61	136.66	110.73	23.15	0.00	643.54
2002	18.30	0.00	0.00	0.00	0.00	0.00	0.00	18.30
2003	28.04	76.66	0.00	128.24	0.00	64.83	0.00	297.77
2004	0.00	120.61	119.99	131.30	58.53	54.27	19.72	504.41
2005	18.12	117.37	156.88	149.75	106.77	76.51	19.85	645.26
2006	20.92	117.03	160.39	96.85	96.18	53.14	8.86	553.37
2007	17.97	86.15	144.92	105.04	135.25	55.79	39.44	584.57
2008	16.80	82.76	139.68	112.81	105.32	72.46	30.56	560.39
2009	8.02	97.67	97.57	130.76	110.21	4.71	10.18	459.12
2010	10.57	90.45	198.91	155.23	121.70	41.67	0.00	618.53
2011	10.15	52.40	153.44	0.00	0.00	0.00	33.95	249.94
2012	19.26	138.46	0.00	0.00	0.00	62.46	46.47	266.66
2013	14.35	80.79	0.00	0.00	0.00	26.71	14.62	136.47
2014	15.75	79.77	43.93	140.94	59.84	0.00	0.00	340.24
2015	22.39	91.50	178.97	138.93	0.00	0.00	17.13	448.93
2016	8.59	100.46	86.26	139.14	100.02	75.78	0.00	510.26
2017	19.50	107.15	0.00	116.54	119.21	64.05	41.42	467.88
2018	28.17	159.41	0.00	0.00	0.00	0.00	0.00	187.58
2019	18.06	94.87	180.35	179.87	159.65	95.59	7.49	735.88
2020	30.58	154.59	61.88	0.00	0.00	33.86	0.48	281.39
Average	**16.01**	**103.39**	**136.41**	**123.49**	**85.36**	**42.33**	**15.78**	**522.78**

F11 & F12 Monthly On-Farm Return Flows (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	2.26	7.88	28.01	0.00	0.00	0.00	0.00	38.14
1979	1.82	12.80	26.46	29.82	12.07	0.00	0.00	82.98
1980	0.91	10.54	32.48	32.27	23.88	8.44	0.00	108.53
1981	4.57	16.68	33.08	23.23	5.32	7.09	2.91	92.89
1982	1.43	9.63	24.97	29.08	19.14	4.40	2.26	90.91
1983	0.00	8.65	20.99	33.96	24.23	11.00	3.32	102.16
1984	0.00	19.41	26.77	28.29	17.68	8.26	0.79	101.21
1985	1.63	16.95	31.04	22.63	17.92	2.62	1.59	94.37
1986	1.64	15.60	28.53	21.94	17.18	7.66	1.61	94.15
1987	2.96	19.52	34.26	29.48	7.18	0.60	0.00	94.01
1988	3.73	18.63	31.86	25.31	24.89	8.94	0.00	113.37
1989	3.69	27.47	31.03	28.81	25.36	0.00	5.40	121.77
1990	3.13	17.50	37.32	23.88	23.46	0.00	5.83	111.12
1991	3.84	22.48	32.29	26.15	22.05	14.76	0.00	121.57
1992	3.41	25.35	30.00	23.85	14.76	15.97	7.75	121.10
1993	2.18	26.71	33.70	31.01	16.50	13.59	4.04	127.75
1994	4.65	21.21	39.05	27.17	25.42	12.27	0.00	129.76
1995	1.90	16.84	29.31	26.26	29.31	12.42	7.52	123.57
1996	5.71	35.46	22.22	27.38	23.57	4.74	4.24	123.32
1997	3.10	24.25	24.07	29.83	27.49	12.82	6.70	128.26
1998	3.34	27.88	35.43	25.76	27.19	16.32	1.69	137.60
1999	0.00	16.26	1.15	17.72	0.00	10.70	7.10	52.93
2000	1.76	2.19	32.49	22.33	1.19	0.00	3.30	63.26
2001	4.05	21.69	37.67	23.23	18.82	3.94	0.00	109.40
2002	3.11	0.00	0.00	0.00	0.00	0.00	0.00	3.11
2003	4.77	13.03	0.00	21.80	0.00	11.02	0.00	50.62
2004	0.00	20.50	20.40	22.32	9.95	9.23	3.35	85.75
2005	3.08	19.95	26.67	25.46	18.15	13.01	3.37	109.69
2006	3.56	19.90	27.27	16.46	16.35	9.03	1.51	94.07
2007	3.05	14.65	24.64	17.86	22.99	9.48	6.70	99.38
2008	2.86	14.07	23.75	19.18	17.90	12.32	5.19	95.27
2009	1.36	16.60	16.59	22.23	18.74	0.80	1.73	78.05
2010	1.80	15.38	33.81	26.39	20.69	7.08	0.00	105.15
2011	1.73	8.91	26.08	0.00	0.00	0.00	5.77	42.49
2012	3.27	23.54	0.00	0.00	0.00	10.62	7.90	45.33
2013	2.44	13.73	0.00	0.00	0.00	4.54	2.48	23.20
2014	2.68	13.56	7.47	23.96	10.17	0.00	0.00	57.84
2015	3.81	15.56	30.43	23.62	0.00	0.00	2.91	76.32
2016	1.46	17.08	14.66	23.65	17.00	12.88	0.00	86.74
2017	3.32	18.22	0.00	19.81	20.27	10.89	7.04	79.54
2018	4.79	27.10	0.00	0.00	0.00	0.00	0.00	31.89
2019	3.07	16.13	30.66	30.58	27.14	16.25	1.27	125.10
2020	5.20	26.28	10.52	0.00	0.00	5.76	0.08	47.84
Average	**2.72**	**17.58**	**23.19**	**20.99**	**14.51**	**7.20**	**2.68**	**88.87**

F13 & F14 Monthly Total Diversions (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	42.18	142.12	296.52	187.44	0.00	0.00	0.00	668.27
1979	30.21	182.16	269.31	266.64	201.42	0.00	0.00	949.74
1980	13.54	136.53	314.25	270.82	230.56	125.95	0.00	1091.65
1981	43.47	159.51	287.22	207.26	110.76	87.04	35.70	930.97
1982	14.27	92.53	214.39	239.64	165.77	43.89	22.48	792.96
1983	0.00	68.48	168.47	275.32	195.24	87.31	26.16	820.98
1984	0.00	134.68	203.70	224.50	135.45	49.58	4.74	752.65
1985	7.01	106.86	227.91	170.97	108.59	11.26	6.82	639.42
1986	8.03	109.06	260.18	216.45	138.77	37.48	7.87	777.86
1987	14.99	128.65	321.23	293.78	186.71	70.15	0.00	1015.51
1988	38.66	192.89	329.94	262.06	257.77	123.30	0.00	1204.62
1989	38.36	285.98	323.04	299.93	273.34	130.86	56.24	1407.75
1990	32.73	183.11	390.54	249.89	245.47	101.36	61.04	1264.12
1991	40.38	236.43	339.62	275.02	231.95	155.23	34.02	1312.64
1992	62.33	267.98	317.12	252.06	156.06	168.80	81.90	1306.24
1993	42.44	283.71	357.98	329.38	175.30	144.39	42.90	1376.10
1994	49.57	226.34	416.68	289.94	271.24	130.94	40.26	1424.98
1995	20.38	180.59	314.26	281.55	314.26	133.19	80.58	1324.80
1996	61.48	381.87	373.23	294.93	302.14	128.25	45.63	1587.53
1997	33.58	262.32	354.30	322.67	297.36	138.70	72.52	1481.46
1998	36.28	302.93	384.90	279.84	295.39	187.03	18.37	1504.74
1999	0.00	192.00	370.25	328.02	47.48	154.19	84.95	1176.88
2000	20.54	361.42	400.06	314.96	298.82	91.08	54.78	1541.65
2001	55.04	279.58	420.34	322.44	269.84	209.44	71.09	1627.77
2002	65.00	135.44	48.53	45.89	0.00	0.00	0.00	294.86
2003	46.63	270.38	286.05	309.56	258.62	109.33	69.42	1349.98
2004	0.00	209.62	231.42	183.04	192.90	108.69	31.05	956.72
2005	19.30	125.06	167.16	153.40	113.77	81.53	21.15	681.36
2006	27.44	153.50	203.65	118.97	146.65	65.28	10.88	726.37
2007	28.64	137.33	215.76	146.16	188.19	77.63	54.88	848.60
2008	32.28	159.00	240.29	175.44	163.78	112.67	47.52	930.97
2009	23.85	290.41	273.81	289.99	244.43	130.30	22.57	1275.36
2010	22.28	171.96	353.79	268.45	223.25	89.76	10.14	1139.63
2011	21.86	112.89	286.31	323.31	298.51	132.86	59.28	1235.02
2012	29.11	195.56	294.70	252.77	109.76	63.39	41.61	986.89
2013	22.04	124.06	312.40	106.77	135.37	82.67	45.24	828.57
2014	46.84	237.19	360.25	260.18	251.66	116.49	16.94	1289.55
2015	39.60	161.81	343.22	255.07	151.76	60.75	71.11	1083.32
2016	15.37	179.76	354.78	303.54	178.97	157.68	28.12	1218.21
2017	34.49	189.49	372.17	206.10	260.61	113.27	73.24	1249.38
2018	49.82	281.90	306.36	71.02	0.00	0.00	0.00	709.10
2019	16.17	84.95	161.49	161.06	142.95	85.60	15.09	667.32
2020	13.20	129.45	304.04	132.71	32.46	0.00	0.00	611.87
Average	**29.29**	**191.80**	**297.01**	**237.65**	**186.12**	**95.29**	**34.10**	**1071.26**

F13 & F14 Monthly Ditch Loss (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	15.19	51.16	106.75	67.48	0.00	0.00	0.00	240.58
1979	10.87	65.58	96.95	95.99	72.51	0.00	0.00	341.91
1980	4.87	49.15	113.13	97.49	83.00	45.34	0.00	392.99
1981	15.65	57.42	103.40	74.62	39.87	31.34	12.85	335.15
1982	5.14	33.31	77.18	86.27	59.68	15.80	8.09	285.47
1983	0.00	24.65	60.65	99.12	70.29	31.43	9.42	295.55
1984	0.00	48.49	73.33	80.82	48.76	17.85	1.70	270.95
1985	2.53	38.47	82.05	61.55	39.09	4.05	2.45	230.19
1986	2.89	39.26	93.67	77.92	49.96	13.49	2.83	280.03
1987	5.40	46.31	115.64	105.76	67.21	25.25	0.00	365.58
1988	13.92	69.44	118.78	94.34	92.80	44.39	0.00	433.66
1989	13.81	102.95	116.29	107.98	98.40	47.11	20.25	506.79
1990	11.78	65.92	140.59	89.96	88.37	36.49	21.97	455.08
1991	14.54	85.12	122.26	99.01	83.50	55.88	12.25	472.55
1992	22.44	96.47	114.16	90.74	56.18	60.77	29.48	470.25
1993	15.28	102.13	128.87	118.58	63.11	51.98	15.44	495.40
1994	17.85	81.48	150.00	104.38	97.65	47.14	14.50	512.99
1995	7.34	65.01	113.13	101.36	113.13	47.95	29.01	476.93
1996	22.13	137.47	134.36	106.18	108.77	46.17	16.43	571.51
1997	12.09	94.44	127.55	116.16	107.05	49.93	26.11	533.32
1998	13.06	109.05	138.56	100.74	106.34	67.33	6.61	541.71
1999	0.00	69.12	133.29	118.09	17.09	55.51	30.58	423.68
2000	7.39	130.11	144.02	113.38	107.57	32.79	19.72	554.99
2001	19.81	100.65	151.32	116.08	97.14	75.40	25.59	586.00
2002	23.40	48.76	17.47	16.52	0.00	0.00	0.00	106.15
2003	16.79	97.34	102.98	111.44	93.10	39.36	24.99	485.99
2004	0.00	75.46	83.31	65.90	69.44	39.13	11.18	344.42
2005	6.95	45.02	60.18	55.22	40.96	29.35	7.61	245.29
2006	9.88	55.26	73.31	42.83	52.79	23.50	3.92	261.49
2007	10.31	49.44	77.67	52.62	67.75	27.95	19.76	305.49
2008	11.62	57.24	86.50	63.16	58.96	40.56	17.11	335.15
2009	8.58	104.55	98.57	104.40	87.99	46.91	8.12	459.13
2010	8.02	61.90	127.37	96.64	80.37	32.31	3.65	410.27
2011	7.87	40.64	103.07	116.39	107.46	47.83	21.34	444.61
2012	10.48	70.40	106.09	91.00	39.51	22.82	14.98	355.28
2013	7.93	44.66	112.47	38.44	48.73	29.76	16.29	298.28
2014	16.86	85.39	129.69	93.67	90.60	41.94	6.10	464.24
2015	14.26	58.25	123.56	91.83	54.63	21.87	25.60	390.00
2016	5.53	64.71	127.72	109.27	64.43	56.77	10.12	438.56
2017	12.42	68.22	133.98	74.20	93.82	40.78	26.37	449.78
2018	17.94	101.48	110.29	25.57	0.00	0.00	0.00	255.28
2019	5.82	30.58	58.14	57.98	51.46	30.82	5.43	240.24
2020	4.75	46.60	109.45	47.78	11.69	0.00	0.00	220.27
Average	**10.54**	**69.05**	**106.93**	**85.55**	**67.00**	**34.30**	**12.28**	**385.66**

F13 & F14 Monthly Total Farm Headgate Deliveries (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	27.00	90.96	189.77	119.96	0.00	0.00	0.00	427.69
1979	19.33	116.58	172.36	170.65	128.91	0.00	0.00	607.83
1980	8.66	87.38	201.12	173.32	147.56	80.61	0.00	698.66
1981	27.82	102.09	183.82	132.65	70.89	55.71	22.85	595.82
1982	9.13	59.22	137.21	153.37	106.09	28.09	14.39	507.49
1983	0.00	43.82	107.82	176.21	124.96	55.88	16.75	525.43
1984	0.00	86.20	130.37	143.68	86.69	31.73	3.03	481.70
1985	4.49	68.39	145.86	109.42	69.50	7.21	4.36	409.23
1986	5.14	69.80	166.52	138.53	88.81	23.99	5.04	497.83
1987	9.59	82.34	205.59	188.02	119.49	44.90	0.00	649.92
1988	24.75	123.45	211.16	167.72	164.97	78.91	0.00	770.96
1989	24.55	183.03	206.74	191.96	174.94	83.75	35.99	900.96
1990	20.95	117.19	249.94	159.93	157.10	64.87	39.06	809.04
1991	25.84	151.32	217.36	176.01	148.45	99.35	21.77	840.09
1992	39.89	171.51	202.96	161.32	99.88	108.03	52.41	835.99
1993	27.16	181.57	229.11	210.80	112.19	92.41	27.46	880.70
1994	31.73	144.86	266.67	185.56	173.59	83.80	25.77	911.99
1995	13.04	115.58	201.12	180.19	201.12	85.24	51.57	847.87
1996	39.35	244.40	238.87	188.76	193.37	82.08	29.20	1016.02
1997	21.49	167.89	226.75	206.51	190.31	88.77	46.41	948.13
1998	23.22	193.87	246.34	179.10	189.05	119.70	11.76	963.03
1999	0.00	122.88	236.96	209.93	30.39	98.68	54.37	753.20
2000	13.15	231.31	256.04	201.57	191.24	58.29	35.06	986.66
2001	35.23	178.93	269.02	206.36	172.70	134.04	45.50	1041.78
2002	41.60	86.68	31.06	29.37	0.00	0.00	0.00	188.71
2003	29.84	173.04	183.07	198.12	165.52	69.97	44.43	863.99
2004	0.00	134.16	148.11	117.15	123.45	69.56	19.87	612.30
2005	12.35	80.04	106.98	98.18	72.81	52.18	13.54	436.07
2006	17.56	98.24	130.33	76.14	93.85	41.78	6.96	464.87
2007	18.33	87.89	138.09	93.54	120.44	49.68	35.12	543.10
2008	20.66	101.76	153.79	112.28	104.82	72.11	30.41	595.82
2009	15.26	185.87	175.24	185.59	156.43	83.39	14.44	816.23
2010	14.26	110.05	226.43	171.81	142.88	57.45	6.49	729.36
2011	13.99	72.25	183.24	206.92	191.04	85.03	37.94	790.41
2012	18.63	125.16	188.61	161.77	70.24	40.57	26.63	631.61
2013	14.10	79.40	199.94	68.33	86.64	52.91	28.96	530.28
2014	29.98	151.80	230.56	166.52	161.07	74.55	10.84	825.31
2015	25.35	103.56	219.66	163.25	97.12	38.88	45.51	693.33
2016	9.84	115.04	227.06	194.26	114.54	100.92	17.99	779.65
2017	22.07	121.28	238.19	131.90	166.79	72.49	46.88	799.60
2018	31.89	180.41	196.07	45.45	0.00	0.00	0.00	453.82
2019	10.35	54.37	103.36	103.08	91.49	54.78	9.66	427.09
2020	8.45	82.85	194.59	84.94	20.78	0.00	0.00	391.60
Average	**18.74**	**122.75**	**190.09**	**152.10**	**119.12**	**60.98**	**21.82**	**685.61**

F13 & F14 Monthly On-Farm Return Flows (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	4.59	15.46	32.26	20.39	0.00	0.00	0.00	72.71
1979	3.29	19.82	29.30	29.01	21.91	0.00	0.00	103.33
1980	1.47	14.85	34.19	29.46	25.09	13.70	0.00	118.77
1981	4.73	17.35	31.25	22.55	12.05	9.47	3.88	101.29
1982	1.55	10.07	23.33	26.07	18.04	4.78	2.45	86.27
1983	0.00	7.45	18.33	29.96	21.24	9.50	2.85	89.32
1984	0.00	14.65	22.16	24.43	14.74	5.39	0.52	81.89
1985	0.76	11.63	24.80	18.60	11.81	1.23	0.74	69.57
1986	0.87	11.87	28.31	23.55	15.10	4.08	0.86	84.63
1987	1.63	14.00	34.95	31.96	20.31	7.63	0.00	110.49
1988	4.21	20.99	35.90	28.51	28.04	13.41	0.00	131.06
1989	4.17	31.11	35.15	32.63	29.74	14.24	6.12	153.16
1990	3.56	19.92	42.49	27.19	26.71	11.03	6.64	137.54
1991	4.39	25.72	36.95	29.92	25.24	16.89	3.70	142.81
1992	6.78	29.16	34.50	27.42	16.98	18.37	8.91	142.12
1993	4.62	30.87	38.95	35.84	19.07	15.71	4.67	149.72
1994	5.39	24.63	45.33	31.55	29.51	14.25	4.38	155.04
1995	2.22	19.65	34.19	30.63	34.19	14.49	8.77	144.14
1996	6.69	41.55	40.61	32.09	32.87	13.95	4.96	172.72
1997	3.65	28.54	38.55	35.11	32.35	15.09	7.89	161.18
1998	3.95	32.96	41.88	30.45	32.14	20.35	2.00	163.72
1999	0.00	20.89	40.28	35.69	5.17	16.78	9.24	128.04
2000	2.23	39.32	43.53	34.27	32.51	9.91	5.96	167.73
2001	5.99	30.42	45.73	35.08	29.36	22.79	7.73	177.10
2002	7.07	14.74	5.28	4.99	0.00	0.00	0.00	32.08
2003	5.07	29.42	31.12	33.68	28.14	11.89	7.55	146.88
2004	0.00	22.81	25.18	19.91	20.99	11.83	3.38	104.09
2005	2.10	13.61	18.19	16.69	12.38	8.87	2.30	74.13
2006	2.99	16.70	22.16	12.94	15.95	7.10	1.18	79.03
2007	3.12	14.94	23.47	15.90	20.48	8.45	5.97	92.33
2008	3.51	17.30	26.14	19.09	17.82	12.26	5.17	101.29
2009	2.59	31.60	29.79	31.55	26.59	14.18	2.46	138.76
2010	2.42	18.71	38.49	29.21	24.29	9.77	1.10	123.99
2011	2.38	12.28	31.15	35.18	32.48	14.45	6.45	134.37
2012	3.17	21.28	32.06	27.50	11.94	6.90	4.53	107.37
2013	2.40	13.50	33.99	11.62	14.73	9.00	4.92	90.15
2014	5.10	25.81	39.20	28.31	27.38	12.67	1.84	140.30
2015	4.31	17.61	37.34	27.75	16.51	6.61	7.74	117.87
2016	1.67	19.56	38.60	33.02	19.47	17.16	3.06	132.54
2017	3.75	20.62	40.49	22.42	28.35	12.32	7.97	135.93
2018	5.42	30.67	33.33	7.73	0.00	0.00	0.00	77.15
2019	1.76	9.24	17.57	17.52	15.55	9.31	1.64	72.60
2020	1.44	14.08	33.08	14.44	3.53	0.00	0.00	66.57
Average	**3.19**	**20.87**	**32.32**	**25.86**	**20.25**	**10.37**	**3.71**	**116.55**

COLORADO
Division of Water Resources
Department of Natural Resources

April 18, 2025

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec Street, Suite 3400
Denver, CO 80207

Re: Alpha Hay Farms Fields 11 & 12 and Special Improvement District No. 3 (Subdistrict 3) of the Rio Grande Water Conservation District Substitute Water Supply Plan
Water Division 3
Plan ID 9364

Approval Period: May 1, 2025 to April 30, 2026
Contact information for Mr. Ampe: 303-296-8100; peterampe@hillandrobbins.com

Dear Mr. Ampe:

We have reviewed your letter dated December 23, 2024 in which you request approval of a substitute water supply plan ("SWSP") on behalf of the Special Improvement District No. 3 ("Subdistrict No. 3" or "Applicant") of the Rio Grande Water Conservation District ("RGWCD") pursuant to section 37-92-308(5), C.R.S. Notice was provided to all parties who have subscribed to the Division 3 SWSP Notification List on December 23, 2024. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10039935) has been received.

An application for approval of a change of water right as proposed under this SWSP has not been filed with the water court and the depletions associated with the proposed change of water right will not exceed five years, therefore this request has been submitted pursuant to section 37-92-308(5), C.R.S. In accordance with section 37-92-308(5), C.R.S., SWSPs may be approved for new water use plans involving out-of-priority diversions or a change of

water right, if no application for approval of a plan for augmentation or a change of water right has been filed with the water court and the water use plan or change proposed and the depletions associated with such water use plan or change will be for a limited duration not to exceed five years. **This is the third year of approval for this SWSP.**

Subdistrict Operation

Case No. 15CW3024 established the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 by order of the court. The Rules described the formation of Subdistricts in the area defined by the Rio Grande Decision Support System Groundwater Model in District Court, Water Division No. 3. Members of Subdistricts are landowners within the RGWCD who rely on groundwater for all or part of their commercial, municipal, industrial and/or irrigated agricultural practices. The principal goals of Subdistricts are to protect senior surface water rights, to support a sustainable water supply in the confined or unconfined aquifer underlying the Subdistricts' boundaries and to avoid unreasonable interference with the state's ability to fulfill its obligations under the Rio Grande Compact.

This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No. 3 (2016CV30021) to meet the requirements of the Subdistrict's Plan of Water Management ("Plan") as approved by the State Engineer. The overall objective of each Subdistrict Plan is to provide a water management alternative to individual plans for augmentation or state-imposed regulations that limit the use of wells within the Subdistrict; that is a system of self-regulation using economic-based incentives that promote responsible groundwater use and management and ensures protection of senior surface water rights. As part of each Plan, Subdistricts must submit an Annual Replacement Plan ("ARP") for the State Engineer's review and approval, showing the portfolio of water rights and other actions the Subdistricts will take to replace injurious depletions to senior water rights caused by groundwater withdrawal by Subdistrict Wells during the plan year. This SWSP is intended to provide a part of the water supplies to be used in Subdistrict No. 3's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts **only** after prior approval by the Division Engineer.

SWSP Operation

A portion of Alpha Hay Farms property located in Conejos County has been proposed for dry-up to enable Subdistrict No. 3 to use the historical consumptive use ("HCU") water in their Annual Replacement Plan ("ARP"). The proposed area consists of 221 acres that were irrigated historically with a combination of surface water and groundwater. The water rights used for irrigation of the property were Well No. 1 (Case No. W-0490, Permit no. 10550-F, WDID 2205123), 2.27 cfs of the Heads Mill Ditch Priority No. 2, and 14.08 cfs of the J.F. Chacon No. 2 transferred into the Heads Mill Ditch Priority Nos. 44, 49, 97 and 142. All priorities are diverted at the Heads Mill Ditch point of diversion.

The fields to be dried up are Fields 11 & 12, located in portions of the NE1/4 of Section 20, and the NW1/4 of Section 21, both in Township 33N, Range 9E of the N.M.P.M. Historical diversions at the Heads Mill Ditch headgate are approximately 10,376 acre-feet per year (from Table 2 below: Heads Mill Ditch plus J.F. Chacon No. 2 transferred rights 1970 through 2020).

Ditch Name	Average Annual Diversions (acre-feet)
Heads Mill Irrigation Ditch	9,848
J.F. Chacon No. 2	528

The HCU attributed to surface water irrigation was calculated to average 433.91 acre-feet per year over the study period of 1978 through 2020, although the majority of these data were interpolated. Groundwater from Well No. 1 was piped directly to Field 12, and was assumed to be used as a supplemental source to supply any remaining irrigation water requirements after the application of surface water. The HCU from the groundwater supplies for Field 12 was calculated to be 89 acre-feet over the study period. **The total of 522.91 acre-feet of HCU for 221 irrigated acres resulted in 2.37 acre-feet of HCU per acre**.

Fields 11 & 12 will not be irrigated during the 2025 irrigation season. The Applicant must

inspect the subject parcels for growth due to subirrigation or seepage on a monthly basis and notify the Division Engineer at the end of each month if any unauthorized growth is noted. The Division Engineer will determine if any required adjustments to the HCU credits are necessary, or if other actions are required.

The average annual diversion of surface water to irrigation over the study period was 816.84 acre-feet, with a ditch loss of 36% (294.06 acre-feet) and surface and deep percolation return flows averaging 10.88% (88.87 acre-feet). The monthly volumetric consumptive use ("CU") limits are as follows:

Monthly CU Limits on Surface Water (acre-feet)

Month	April	May	June	July	August	September	October	**Total**
CU	13.01	85.42	112.74	102.0	70.44	34.80	12.87	**431.27**

When monthly consumptive use limits shown in the table above are reached, future monthly consumptive use water from the same irrigation season may be stored via the decree entered in case no. 90CW0048 by exchange into Platoro Reservoir. This must be consistent with historical farm operations, where if the surface water rights were still in priority but the fields did not need irrigation water applied, the water was diverted and exchanged to Platoro Reservoir for storage and released later the same irrigation season when water was needed. All conditions of said decree must be met and operated in accordance with the Division Engineer's directives. The decree entered in case no. 90CW0048 allowed a change of the Heads Mill Ditch Priority No. 2 and J.F. Chacon No. 2 transferred water rights from direct diversion to include storage in Platoro Reservoir for subsequent release and application within the same irrigation season. Consumptive use credits from this SWSP may remain in storage past the end of the irrigation season when in compliance with this SWSP, the decree entered in case no. 90CW0048 (except as modified by this SWSP to allow CU credits to remain in storage), and the Rio Grande Compact. All ditch loss and return flow obligations stored under this SWSP must be either released to the subject ditches during the monthly time steps, or released to the stream directly after the end of the irrigation season and before December 1, 2025.

Replacements

Replacement for the ditch loss component of the surface water rights will involve diverting the ditch loss portion of the daily allocation at the Heads Mill Ditch headgate. That portion will be left in the ditch based on the daily river call and by diverting 36% of legally available priorities owned by the Applicant that are the subject of this SWSP.

The fields have a supply pond that was previously used to feed the center pivot sprinklers. This pond may be used to recharge the on-farm return flows for Fields 11 & 12 and allow the water to return to the Conejos River system. Typical administration would involve diverting the return flow component of the surface water rights from the ditch headgate to the recharge pond located on the dry-up lands. It is also necessary to deliver the groundwater CU credits from the dry-up lands to the Conejos River to replace daily depletions, or for exchange to storage. The groundwater CU could be pumped into the ditch system and exchanged to the ditch headgate to accomplish this, but the water diverted to replace the surface water return flow obligations would then be moving down the ditch at the same time groundwater CU would be moving up the ditch.

In order to simplify ditch deliveries and prevent injury to other ditch users, the surface water return flow obligation will instead be replaced using groundwater CU credits pumped from Well No. 1 and delivered to the on-farm recharge pond. The return flow component of the surface water rights may be used by the Applicant for the changed purposes when the return flows are replaced using groundwater CU credits as described. However, if Well No. 1 cannot operate accordingly, water to replace the surface water return flow obligations must be delivered through the ditch system to the recharge pond.

Only groundwater CU credits from Well No. 1 that are physically pumped from the confined aquifer can be credited towards the SWSP totals. Return flow obligations from the pumping of Well No. 1 must also be accounted for. The engineering analysis shows that an average of 21.56 acre-feet of return flows and 89 acre-feet of CU are attributed to Well No. 1. For each acre-foot of groundwater that is pumped from Well No. 1, 19.5% must be delivered to the recharge pit for replacement of the groundwater return flow obligation.

Pumping Well No. 1 will create groundwater depletions which must be replaced through Subdistrict No. 3's ARP.

The volume of water credited as recharged into the aquifer must be reduced by the volume of water lost to evaporation and the volume of water lost to consumption by vegetation located within the recharge structure, if such vegetation exists.

Measurement & Accounting

Daily accounting will be required to ensure that the daily allocation as presented in Table 9 below is not exceeded.

Table 9: Daily Allocation of Surface Water Supply for F11 and F12

---	April	May	June	July	August	September	October
On-Farm Return Flows (cfs)	0.05	0.29	0.39	0.34	0.24	0.12	0.04
Ditch Loss in cfs	0.15	0.95	1.29	1.13	0.78	0.40	0.14
Consumptive Use in cfs	0.22	1.40	1.90	1.67	1.19	0.59	0.21

Evaporation calculations due to recharge operations in the 0.75-acre recharge pond are presented in the table below:

Month	Monthly evap (%)	Monthly evap (in)	Daily evap (AF/ac)	Monthly evap (AF)
April	9%	4.50	0.013	0.28
May	13%	6.25	0.017	0.39
June	16%	7.75	0.022	0.48
July	16%	8.00	0.022	0.011
August	13%	6.50	0.017	0.41

September	11%	5.50	0.015	0.34
October	8%	3.75	0.010	0.23

Total annual evaporation for the recharge pond is 2.63 acre-feet. Subtracting this amount from the average HCU of 433.91 acre-feet, the total amount of water available for augmentation is **431.27 acre-feet.**

Conditions of Approval

Pursuant to section 37-92-308(5)(a)(IV)(A), C.R.S., the State Engineer has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compacts.

This SWSP is hereby approved pursuant to section 37-92-308(5), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of May 1, 2025 through April 30, 2026, unless otherwise revoked or superseded by decree. Should an additional SWSP be requested, the provisions of section 37-92-308(5)(b), C.R.S., shall apply. The statutory fee of $300 will be required pursuant to section 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **February 1, 2026.**

2. In accordance with section 37-92-308(5), C.R.S., this SWSP cannot be renewed or approved for more than five years and the depletions associated with the proposed water uses must not exceed five years. **This is the third year of approval of this SWSP.**

3. Approval of this SWSP is for the purposes stated herein. Additional diversion

structures and/or additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for those additional structures/uses. The replacement water, which is the subject of this SWSP, cannot be sold or leased to any other entity during the term of this SWSP without prior approval of the Division Engineer.

4. The dryup period of this SWSP is the 2025 irrigation season. The Division Engineer has the authority to adjust the irrigation season dates based on local conditions as allowed by State Engineer's Policy 2010-1. The 2025 irrigation season began March 24th and is projected to end November 1, 2025.

5. Changes to water rights will be limited to the Heads Mill Irrigation Ditch and the shares/parcels identified in this approval. Changes to include additional parcels/shares for the ditches, or changes to include additional ditches will be allowed only if a new SWSP is approved for those additional shares/ditches. Should a new SWSP be requested, the provisions of section 37-92-308(5)(b) shall apply. The statutory fee of $300 will be required pursuant to section 37-92-308(8).

6. The only use of Well No. 1 under this SWSP would be to pump groundwater CU and groundwater return flow obligations into the onsite recharge pond for the replacement of groundwater and surface water return flow obligations to the Conejos River. Diversions from Well No. 1 are limited to a maximum of 110.56 acre-feet (89 acre-feet of which is CU, and 21.56 acre-feet of which is return flow obligation). The surface water return flow obligations would be reduced and an equivalent amount up to the 89 acre-feet of groundwater CU credit pumped at the well. The reduction in diversion at the ditch headgate must be equal to the pumping rate at the well during any 24-hour period. No additional uses of the water are allowed unless an additional SWSP is approved. All pumping and headgate totals must be verified with the water commissioner on a daily basis.

7. This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No. 3 (2016CV30021) to meet the requirements of the Subdistrict's

Plan of Water Management as approved by the State Engineer. This SWSP application is intended to provide a part of the water supplies to be used in Subdistrict No. 3's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts **only** after prior approval by the Division Engineer.

8. For the purposes of this SWSP, the Applicant's methodology, claimed historical consumptive use, and StateCU parameters are being accepted. However, as Division 3 staff continue to assess the uses and operations, these values may be subject to modification.

9. In order to prevent injury to other water rights, the Division Engineer and Water Commissioner must be able to ensure the delivery of the Heads Mills Irrigation Ditch water to non-participating users on the ditches. In the event that delivery past dry-up points is not being achieved, for which a carriage or use agreement with a third party is required, the applicant shall be responsible for securing such agreement. If such a situation arises, until the Applicant provides a copy of the carriage or use agreement to the Division Engineer and Water Commissioner, no credit will be allowed for replacement of depletions to the Rio

10. The Applicant shall perform an inspection and provide verification that the land associated with Fields 11 & 12 in this SWSP have been removed from irrigation during the term of this SWSP. Verification of dry-up must be in the form of an affidavit signed by an individual with personal knowledge of the dry-up for the entire irrigation season for each parcel of land associated with the change of water right in this SWSP. **By October 31, 2025,** the Applicant shall provide an affidavit to the Water Commissioner and Division Engineer that confirms dry-up during the **2025** irrigation season.

11. The Applicant must follow the conditions of water court decree 90CW0048 and the Rio Grande Compact concerning direct flow storage in Platoro Reservoir, except as modified by this SWSP. The Division Engineer's approval for storing water must be

obtained and all timing and other requirements set by the Division Engineer must be followed. All non-consumptive use water (ditch loss and return flow) stored in Platoro Reservoir during the irrigation season, must be delivered to the prospective ditches per the timing set forth in this SWSP or released back to the river system shortly after the irrigation season ends and before December 31st.

12. If during the operation of this SWSP, the 30 cfs of priority # 2 alternate point water usually carried in the Manassa Ditch #3, is required to be delivered in the Heads Mill Ditch, notification to the Water Commissioners and the Division Engineer is required prior to the change of point of diversion. Any adjustment to the ditch loss and return flow calculations must be accounted for to ensure no injury takes place to other water users.

13. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP. Well pumping must be metered and the meters must be certified according to the Rules Governing the Measurement of Groundwater Diversions in the Rio Grande Basin as promulgated in Case No. 05CW12 and any amendments thereto.

14. Any delivery by exchange of Subdistrict CU must meet all statutory requirements, DWR policies, conditions and MOUs as set forth for exchanges.

15. Prior to the operation of any exchange, the Applicant is required to notify the water commissioner and obtain the Water Commissioner's approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the Water Commissioner. The Applicant is required to obtain the Water Commissioner's approval on a daily basis or other interval as required by the Water Commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange from and exchange to points and at times sufficient exchange potential exists to operate the exchange without injury to other water users. The Conejos River System has a zero percent curtailment at the start of the 2025 irrigation season. As long as the curtailment is zero, there can be no

exchanges on the Rio Grande River System including all Rio Grande Reservoirs.

16. All diversions shall be measured in a manner acceptable to the Division Engineer. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP.

17. Ditch loss obligations will be calculated and delivered at the appropriate headgate on a daily basis when required. Return flow obligations will be delivered into the onsite recharge pond and measured on a daily basis as required.

18. The Applicant shall provide accounting of water attributed to recharge and pumped from the well on a **monthly** basis. The accounting must be submitted to the Division Engineer via email. Please contact Michelle Lanzoni at michelle.lanzoni@state.co.us and David Hofmann at david.hofmann@state.co.us for all accounting with the subject line "Subdistrict 3-Alpha Hay Fields 11 & 12 SWSP". Accounting must be submitted within 7 days after the end of the month for which the accounting applies and included in all monthly accounting for the Subdistrict No. 3 ARP. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. An initial reading of the well meters must be provided with the accounting. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. **Frequent, if not daily, contact with the Water Commissioner is required to ensure daily administration and to prevent injury to other parties.**

19. The name, address, and phone number of the contact person who will be responsible for the operation and accounting of this SWSP must be provided with the accounting forms to the Division Engineer and Water Commissioner.

20. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a

permanent change of water right, all use of water under this SWSP must cease immediately.

21. The decision of the State Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any pending water court case or any other legal action that may be initiated concerning the SWSP. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other SWSPs or in any proposed renewal of this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to section 37-92-308(5), C.R.S., shall be to the Division 3 water judge within thirty days of the date of this decision.

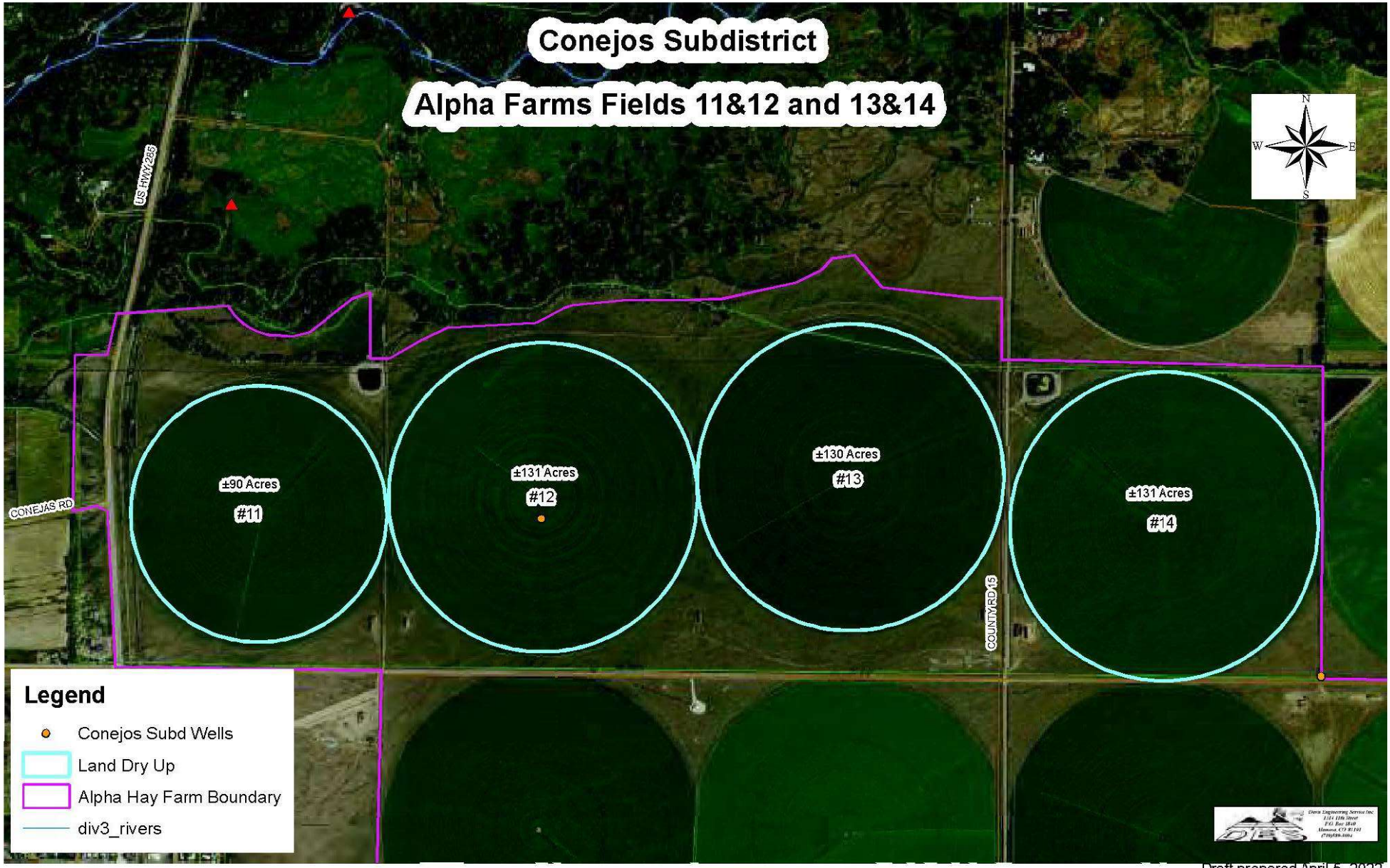
Should you have any questions, please contact Melissa van der Poel of this office or David Hofmann, River Operations Coordinator, in our Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

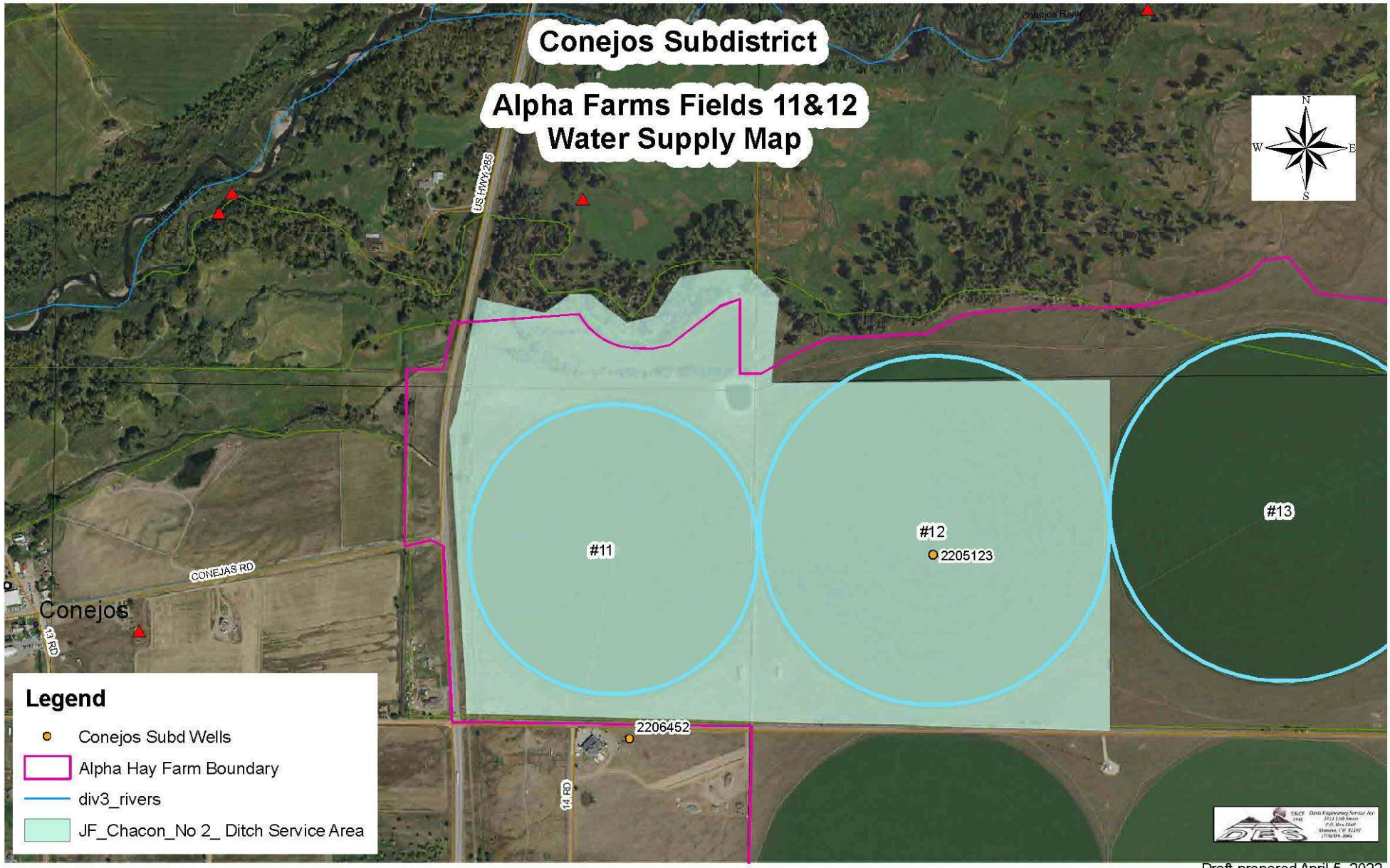
Sarah Brucker, P.E.
Deputy State Engineer

Attachments: Exhibit A (p.19), Water Supply map (p. 38),

ec: Craig Cotten, Division 3 Engineer
Division 3 SWSP Review Team
Tom Stewart, Lead Water Commissioner, Districts 22 and 24
Aaron Holman, and Travis Robinson, Deputy Water Commissioners, District 22



Draft prepared April 5, 2022



Draft prepared April 5, 2022

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December 23, 2024

via DWR Portal

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: Request for Renewal of Substitute Water Supply Plan 2025/2026 water year for the purpose of temporarily approving the use of a water right for Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise pursuant to section 37-92-308(5), C.R.S., Water Division No. 3

SWSP ID 9364

Dear Mr. Ullmann,

Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through their respective Water Activity Enterprise ("Subdistrict") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2025 to April 30, 2026. The $300.00 filing fee will be paid through the DWR Portal. A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This will be the third year of operation under SWSP ID 9364.

This SWSP does not represent all sources of water the Subdistrict will use to remedy injurious depletions and does not limit the other actions being taken by the Subdistrict in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistrict to assure the 2025/2026 Annual Replacement Plan conforms with the requirements of its Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's respective Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Subject Water Rights.

a. Well No. 01, Case No. W-0490, Permit No. 10550-F, 5.57 cfs, 360 acre-feet per year, for the irrigation of up to 160 acres.

b. 2.27 cfs of the decreed amount to the Heads Mill Ditch, Priority No. 2 on the Conejos River, Appropriation Date of June 1, 1855, pursuant to the decree entered on October 22, 1883, for Water District No. 22, historically diverted at the Heads Mill Ditch point of diversion.

c. J.F. Chacon No. 2:

i. 7.54 cfs of Priority No. 44, Appropriation Date of October 15, 1877, pursuant to the decree entered on October 22, 1883, for Water District No. 22; and,

ii. 4.54 cfs of Priority No. 49, Appropriation Date of October 15, 1879, pursuant to the decree entered on October 22, 1883, for Water District No. 22; and,

iii. 1.0 cfs of Priority No. 97, Appropriation Date of May 1, 1884, pursuant to the decree entered on October 3, 1890, for Water District No. 22; and,

iv. 1.0 cfs of Priority No. 142, Appropriation Date of May 15, 1889, pursuant to the decree entered on October 3, 1890, for Water District No. 22.

All historically diverted at the Heads Mill Ditch point of diversion.

II. Project Description.

The Subdistrict will dry-up approximately 221 acres historically irrigated with a combination of surface water and groundwater, known as Field 11 and Field 12. The Subdistrict will use the historical consumptive use credits from this dry-up under an approved Annual Replacement Plan to supply water to remedy injurious depletions in time, location, or amount and/or lease said credits to another subdistrict for the same purpose.

III. Change of Water Right.

An Engineering Report from Davis Engineering is attached as Exhibit B. Note that the Engineering report addresses more water rights and acres than are included in this SWSP request. Only those lands and water rights identified herein are part of this SWSP request.

The Subject Water Rights have historically been used to irrigate Fields 11 and 12, comprised of approximately 221 irrigated acres, located in portions of the NE1/4 of Sec. 20, T33N., R09E., N.M.P.M and the N1/2 of Sec. 21, T33N., R09E, N.M.P.M. See Engineering Report, Table 1. Historical diversions are shown in Tables 2 and 3 of the Engineering Report. Historically irrigated acres and crop type are shown in Table 4 and Table 5 of the Engineering report. The average annual historical consumptive use for the Heads Mill Ditch and J.F. Chacon No. 2 is 433.91 acre-feet. The monthly HCU by year for Fields 11 and 12 is shown in Table 6 of the Engineering Report. In addition, the average annual historical consumptive use from groundwater withdrawals under Well No. 01 is 89 acre-feet. The monthly HCU from groundwater by year is shown in Table 8 of the Engineering Report.

Table 9 of the Engineering Report show the daily allocation of the surface water for Fields 11 and 12. The Table includes three portions of the surface water return flows, ditch loss, and consumptive use credit. Operation under this approved SWSP will involve diverting the return flow (10.88%) and the ditch loss (36%) portions of the daily allocation at the headgate and those portions will be left in the ditch, except that the return flow portions may be run in the farm laterals or otherwise recharged on-site to replicate the historical return flows. The return flow portion of the historical use may also be made up as described in section IV.B, below and that portion of the surface water will remain in the stream and credited towards remedy of injurious depletions. The fields have a supply pond that was previously used to feed the center pivot sprinklers. This pond may be used to recharge the on-farm return flows for fields 11 and 12 and allow the water to return to the Conejos River. See Engineering Report Table 9.

Evaporation will occur when water is diverted into the recharge pond so the Subdistrict will also divert enough water to replace that amount of water lost due to evaporation. Evaporation will be calculated based on the following table for gross evaporation from NOAA evaporation atlas. The subject lands fall within the annual 50-inch evaporation contour. Using DWR monthly percent of evaporation for elevations above 6,500 feet, the monthly evaporation (ac-ft) per acre of water surface is presented in the table below.

Month	Monthly Evap. % (%)	Monthly Evap. (in.)	Daily Evap. (ac-ft/ac)	Daily Evap. (cfs/ac)
April	9%	4.50	0.013	0.006
May	13%	6.25	0.017	0.008
June	16%	7.75	0.022	0.011
July	16%	8.00	0.022	0.011
August	13%	6.50	0.017	0.009
September	11%	5.50	0.015	0.008
October	8%	3.75	0.010	0.005

For a recharge pond with a surface area of 0.75 acres and no vegetation, the resulting amount of water available for augmentation use is estimated in the table below.

Month	April	May	June	July	August	September	October	Total
Average HCU (ac-ft)	13.29	85.81	113.22	102.50	70.85	35.14	13.10	433.91
Evap. (ac-ft)	0.28	0.39	0.48	0.50	0.41	0.34	0.23	2.63
Augmentation (ac-ft)	13.01	85.42	112.74	102.00	70.44	34.80	12.87	431.27

When the monthly consumptive use limits in the table above are reached, any additional priority water may be stored by exchange to Platoro Reservoir for delivery at a later date within the same year, with appropriate transit losses and diverted as with the earlier water deliveries. This will mimic the historical use of the water rights. See Engineering Report Table 9.

The Subdistrict requests that the Subject Water Rights be changed pursuant to this SWSP request to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved Annual Replacement Plan, whether directly, by exchange, or by use of the Rio Grande Compact, and storage by exchange in Platoro, Conejos, Rio Grande, Santa Maria, Continental, and Beaver Reservoirs. No such storage may take place without a separate storage agreement with a reservoir owner.

It is the Subdistrict's understanding that water stored under this SWSP and carried into future

years will not require subsequent SWSP requests.

Under the terms requested herein, there will be no injury to any other water rights.

IV. Operation of Plan.

A. Surface Water Portion of the Subject Water Rights.

The surface water portion of the Subject Water Rights is the 433.91 acre-feet of historical consumptive use from the Heads Mill Ditch and the J.F. Chacon No. 2. The Subdistrict will determine the quantity of water available daily by subtracting the total diversion to cover ditch losses and return flows from the amount of water in priority available to the Subdistrict plus any direct flow stored water released or less any direct flow storage stored. The total amount of water available in priority to the Subdistrict will be the pro rata share of the amount of water in priority to the ditch.

> Subdistrict's Priority cfs = (2.27 cfs/15 cfs *Headsmill cfs)+(7.54 cfs/7.54 cfs*JF Chacon Priority 44)+(4.45 cfs/4.54 cfs*JF Chacon2 cfs (Priority 49))+(1 cfs/2cfs*JF Chacon2 cfs (Priority 97))+(1 cfs/2 cfs*JF Chacon2 cfs (Priority 142))

The daily amount of water available as augmentation water for replacement of depletions will be calculated as:

> Augmentation cfs = Subdistrict's Priority cfs + Direct Flow Storage Released cfs – Ditch Loss cfs – Return Flows cfs – Direct Flow Storage Stored cfs

In accord with the Engineering Report, the Subdistrict will continue to divert an instantaneous quantity of water sufficient to meet the ditch loss and return flow components of the surface water rights, except as stated in section IV.B, below. See percentages listed on Page 10 of the Engineering Report. Ditch loss will not be diverted in cases where the ditches are not in priority.

The remainder of the surface water portion of the Subject Water Rights, the historical consumptive use, will be put to beneficial use for the changed uses. When the monthly historical consumptive use limit in Table 6 is reached, water may be exchanged into storage in a reservoir for release later in the same year, with the same losses and obligations. The historical consumptive use may be left in the stream to directly replace injurious depletions under the Subdistrict's approved ARP, exchanged to a reservoir for future release for the same purpose, exchanged up the Conejos to the top of reach 1 to remedy injurious depletions, exchanged up the Rio Grande to remedy injurious depletions, or, with the agreement and consent of the Division Engineer, to pre-pay the Rio Grande Compact for future credit in the same calendar year.

B. Groundwater Portion of the Subject Water Rights.

The groundwater portion of the Subject Water Rights is the 89 acre-feet of historical consumptive use from Well No. 1. Historically, this groundwater portion of the Subject Water Rights was used to supplement the surface water supply when such supply was insufficient for the irrigation of field 12. Engineering Report, Table 8. The groundwater portion of the Subject Water Rights may be used by diverting groundwater directly into an existing on-site small reservoir or recharge pond to replace the return flow component of the surface water rights. As the recharge site is in the same general location of the historical irrigation use, it is assumed the flows returning to the stream will match the historical return flow pattern in time, location, and amount. If the Subdistrict operates under this alternative, the return

flow component of the surface water portion of the Subject Water Rights will be left in the stream for the uses stated in section IV.A, above. The groundwater portion of the Subject Water Rights will not be used to directly replace or remedy injurious stream depletions.

When the groundwater portion of the Subject Water Rights is recharged and used of offset on-farm return flows the daily amount of water available as augmentation water for replacement of depletions will be calculated as:

> Augmentation cfs = Subdistrict's Priority cfs + Direct Flow Storage Released cfs – Ditch Loss cfs – Direct Flow Storage Stored cfs

Consumptive use available in a month shall be prorated based on the amount of water recharged divided by amount of average return flows listed in Table "Monthly On-Farm Return Flows" included in Attachment 8 of the Engineering Report.

Any lease of historical consumptive use credits to another subdistrict will operate in the same manner.

The Subdistrict understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under this SWSP due to evaporation or other factors.

The Subdistrict hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Peter J. Ampe
Subdistrict No. 3
Peter J. Ampe

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2025/2026 ARP year for the purpose of changing purpose of use of water rights for Special Improvement District No. 3 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (December 23, 2024) this 23rd day of December 2024 to the following email addresses:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; coyotegulch@mac.com; sschroeder@geiconsultants.com; Mary.Presecan@LREwater.com; KNEWMYER@HPKWATERLAW.COM; sroberts@spronkwater.com; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; rodney.clark@co.usda.gov; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; kburgemeister@lawoftherockies.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; JEREMY@BOULDERVALLEYRE.COM; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; dniemela@bbawater.com; mwelsh@elementwaterinc.com; CLINTON@DAVENG.COM; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; jonathan@ingramdrilling.com; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; DEBORAH.SARASON@STATE.CO.US; A700pilot@gmail.com; nicole@nvlangley.net; jeremy@wellsengineering.net; dfisher@hfak.com; karlyn.armstrong@state.co.us; 5hearts@q.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; Kcurtis@DOLORESWATER.COM; kjcrandall@hollandhart.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; roberta.barela@state.co.us; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; mayatk30@gmail.com; kadr@bhgrlaw.com; cody.steuben@gmail.com; ryan.unterreiner@state.co.us; dmr247@gmail.com; andrea.bronson@dgslaw.com; chris@rgwcd.org; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; jon.erickson@state.co.us; jason.brothers@summitwatereng.com; MATTHEW@MERRILLWATERLAW.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; stagecoach.office@gmail.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org; currantricklaw@gmail.com; thegoldenhoof@icloud.com; srsypher@gmail.com; mneale@fcgov.com; gpaulsen@bh-lawyers.com; mary.boardman@state.co.us; logan@quantumwaterco.com; joseph_chafey@nps.gov; john@jdbuchananlaw.com; matt.whittaker@icloud.com; Michael@ColoradoRiverEng.com; epi@riousa.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; steve@atenciolaw.net; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM;

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/s Peter J. Ampe
Peter J. Ampe

EXHIBIT B

SINCE 1948 DAVIS ENGINEERING SERVICE, INC.

Conejos Subdistrict

Historical Consumptive Use Analysis for a portion of Alpha Farms Property

Prepared April 19, 2022
Revised January 31, 2023
Revised March 6, 2024
by

Davis Engineering Service, Inc.
P.O. Box 1840, 1314 11th Street
Alamosa, Colorado 81101
Phone No. (719) 589-3004

Clinton M. Phillips
Professional Engineer
Colorado Certificate No. 51205

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Attachments

Attachment 1 – Map Showing Lands to be Dried Up
Attachment 2 – Water Supply Maps
Attachment 3 – Historical Diversion Records for Ditch
Attachment 4 – Yearly Irrigated Land Maps
Attachment 5 – State CU IWR
Attachment 6 – Detailed CU Calculation
Attachment 7 – Map of Recharge Areas
Attachment 8 – Return Flow Information

Introduction

This historical consumptive use (HCU) analysis report is prepared for a portion of Alpha Farms property located in Conejos County (Property). The study period used for the HCU analysis was a total of 42 years covering the time period of 1978 through 2020. The analysis was completed with the aid of StateCU program and aerial images. This analysis shows the historical consumptive use credit yield from the Property. With this information, an informed decision can be made to potentially dry up the land to aid in aquifer restoration and replacing injurious depletions to the river.

Lands to be Dried Up

The total area to be dried up is listed by field number in the table below.

Table 1 – Dry-up Areas

Field Number	Dry-up Area
11	90 Acres
12	131 Acres
13	130 Acres
14	131 Acres

The Field 11 is located in portions of the NE1/4 of Sec. 20, T. 33N., R.9E., N.M.P.M. Fields 12 & 13 are located in the N1/2 of Sec. 21, T.33N., R.9E, N.M.P.M. Field 14 is located in the NW1/4 of Sec. 22, T.33N., R.9E, N.M.P.M. A map of the required dry-up area within the Property is included as Attachment 1.

Water Supply

The water supply for the four fields is listed below:

Fields 11 & 12

- Well WDID No. 2205123 piped directly to Field 12
  - J.F Chacon No. 2 WDID No. 2200561
  - Priority No. 44 - 7.54 CFS (own 100%)
  - Priority No. 49 - 4.54 CFS (own 100%)
  - Priority No. 97 - 1 CFS (own 50%)
  - Priority No. 142 - 1 CFS (own 50%)
  - All of the above priorities are diverted in the Heads Mill & Irrigation Ditch

Fields 13 & 14

- J.F. Chacon No. 3 WDID No. 2200562
  - Priority No. 38 - 18.31 CFS (own 6.155 CFS or 33.6%)

The Heads Mill Irrigation Ditch can be used on all four fields (11, 12, 13, &14). Information for the Heads Mills & Irrigation Ditch is included below:

- Heads Mill Irrigation Ditch WDID No. 2200554
  - Priority No. 2 - 45 CFS
    - 30 CFS is taken at the Manassa No. 3 Ditch during certain river priorities and not part of the HCU analysis
    - Of the 15 CFS left Alpha owns 5.25 CFS or 35%

The water supply and ditch service areas maps are included in Attachment 2.

Surface Water Diversions

The historical diversion records (1970 to 2020) for the Heads Mill & Irrigation Ditch, J.F. Chacon No. 2, and J.F. Chacon No. 3 are included in Attachment 3. The annual average diversions for all three surface water sources are shown in Table 2, below.

Table 2 – Annual Average Surface Water Diversions

Ditch Name	Annual Average Diversions (Acre-Feet)
Heads Mill Irrigation Ditch	9,848
J.F. Chacon No.2	528
J.F. Chacon No.3	1,177

Groundwater Withdrawals

The historical groundwater withdrawals from 2009 to 2020 for the well (WDID 2205123) on Field 12 are shown in Table 3, below. The date of first beneficial use for this well is 5/14/1969.

Table 3 – Annual Groundwater Withdrawals

Well WDID 2205123	
Year	Pumping (acre-feet)
2009	0.00
2010	110.10
2011	94.00
2012	420.00
2013	181.14
2014	74.30
2015	35.33
2016	15.43
2017	0.32

2018	168.16
2019	0.00
2020	227.90
Avg.	**110.56**

Cropping & Irrigated Areas

To find the different crop types and irrigated acres on the property, RGDSS and Google Earth data was used within the time period of 1978 through 2020. The crops grown are shown in maps included as Attachment 4. Table 4, below, summaries the cropping and irrigated acreage used in this analysis.

Table 4 – Cropping & Irrigated Acres Summary

	F11		F12		F13		F14	
Year	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type	Irrigated Acres	Crop Type
1978	116	Alfalfa	138	Small Grain	134	Alfalfa	127	Alfalfa
1985	112	Small Grain	135	Alfalfa	138	Small Grain	63	Alfalfa
1987	108	Alfalfa	134	Alfalfa	132	Small Grain	133	Alfalfa
1988	109	Alfalfa	134	Alfalfa	138	Alfalfa	136	Alfalfa
1998	97	Alfalfa	169	Alfalfa	176	Alfalfa	138	Alfalfa
2002	95	Small Grain	166	Alfalfa	173	Alfalfa	136	Alfalfa
2005	97	Alfalfa	169	Alfalfa	176	Alfalfa	138	Alfalfa
2009	49	New Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2010	97	Alfalfa	143	Small Grain	137	Small Grain	134	Alfalfa
2011	97	Alfalfa	143	New Alfalfa	137	New Alfalfa	134	Alfalfa
2012	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Small Grain
2013	0	Fallow	132	Alfalfa	130	Alfalfa	132	New Alfalfa
2014	97	New Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2015	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2016	89	Alfalfa	130	Alfalfa	125	Alfalfa	127	Alfalfa
2017	97	Alfalfa	143	Alfalfa	137	Alfalfa	134	Alfalfa
2018	97	Alfalfa	144	Alfalfa	137	Alfalfa	134	Alfalfa
2019	97	Alfalfa	144	Alfalfa	137	Alfalfa	0	Fallow
2020	97	Alfalfa	144	Alfalfa	137	Small Grain	134	Small Grain
Avg	**92**		**144**		**142**		**123**	

If cropping data or aerial photos were not available for a year, then interpolation between two known years was used to estimate cropping and acreage. Table 5, below, summarizes the years where interpolated data was used to estimate cropping and irrigated acreage.

Table 5 – Summary of Interpolated Data used for Cropping & Irrigated Acreage

F11 & F12					F13 & F14				
	New Alfalfa	Alfalfa	Small Grain	Total Acres		New Alfalfa	Alfalfa	Small Grain	Total Acres
1979	0.00%	47.08%	52.92%	252.94	1979	0.00%	90.18%	9.82%	252.54
1980	0.00%	48.34%	51.66%	251.86	1980	0.00%	80.37%	19.63%	244.00
1981	0.00%	49.61%	50.39%	250.79	1981	0.00%	70.55%	29.45%	235.47
1982	0.00%	50.88%	49.12%	249.71	1982	0.00%	60.73%	39.27%	226.93
1983	0.00%	52.14%	47.86%	248.64	1983	0.00%	50.91%	49.09%	218.40
1984	0.00%	53.41%	46.59%	247.56	1984	0.00%	41.10%	58.90%	209.86
1986	0.00%	77.34%	22.66%	243.87	1986	0.00%	40.73%	59.27%	246.49
1989	0.00%	100.00%	0.00%	245.36	1989	0.00%	100.00%	0.00%	277.89
1990	0.00%	100.00%	0.00%	247.64	1990	0.00%	100.00%	0.00%	281.93
1991	0.00%	100.00%	0.00%	249.91	1991	0.00%	100.00%	0.00%	285.98
1992	0.00%	100.00%	0.00%	252.19	1992	0.00%	100.00%	0.00%	290.02
1993	0.00%	100.00%	0.00%	254.47	1993	0.00%	100.00%	0.00%	294.06
1994	0.00%	100.00%	0.00%	256.75	1994	0.00%	100.00%	0.00%	298.10
1995	0.00%	100.00%	0.00%	259.03	1995	0.00%	100.00%	0.00%	302.14
1996	0.00%	100.00%	0.00%	261.30	1996	0.00%	100.00%	0.00%	306.19
1997	0.00%	100.00%	0.00%	263.58	1997	0.00%	100.00%	0.00%	310.23
1999	0.00%	90.91%	9.10%	264.63	1999	0.00%	100.00%	0.00%	313.01
2000	0.00%	81.81%	18.19%	263.40	2000	0.00%	100.00%	0.00%	311.75
2001	0.00%	72.72%	27.29%	262.17	2001	0.00%	100.00%	0.00%	310.48
2003	0.00%	75.75%	24.25%	237.95	2003	0.00%	100.00%	0.00%	249.78
2004	0.00%	87.87%	12.13%	214.95	2004	0.00%	100.00%	0.00%	190.34
2006	6.35%	93.65%	0.00%	191.78	2006	0.00%	100.00%	0.00%	150.77
2007	12.71%	87.30%	0.00%	191.60	2007	0.00%	100.00%	0.00%	170.64
2008	19.06%	80.94%	0.00%	191.42	2008	0.00%	100.00%	0.00%	190.51

HCU Calculation

StateCU was used to develop an Irrigation Water Requirement (IWR) for each crop described in the Attachment 2. StateCU uses the modified Blaney-Criddle method to estimate historical consumptive use based on input data such as water supply, cropping, and climate data. The Climate Station used in this analysis was Manassa, CO USC00055322. If information was not available at the Manassa Climate Station then the Alamosa San Luis Valley Regional Airport, CO USW00023061 was used. The results of the StateCU IWR output can be found in Attachment 5. Small grains designation was used for the following crops: Oats or Oat Hay, Grain, and Barley.

The yearly crop consumptive use (CU) for each field was calculated by taking the monthly irrigation water requirement from StateCU and multiplying it by the total irrigated acres for that year once the ditch loss and irrigation efficiency was deducted. The estimated crop irrigation efficiency is 83% for sprinkler irrigation. The irrigated area has been sprinkler irrigated for the entire study period. During the transit from the river, ditch losses accrued to the shallow aquifer/river which is estimated at 36%. The HCU analysis was split into two groups. Fields 11 and 12 were analyzed together because they share common water right sources. Similarly, Fields 13 and 14 were analyzed together because they share common water right sources. Detailed consumptive use calculations are included as Attachment

6. Tables 6 and 7, below, summarize the calculated surface water consumptive use for the land in the study period.

Table 6 – Monthly Surface Water Consumptive Use Credit for F11 & F12

Monthly Crop CU for (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	11.02	38.47	136.74	0.00	0.00	0.00	0.00	186.22
1979	8.89	62.48	129.20	145.59	58.95	0.00	0.00	405.12
1980	4.46	51.47	158.59	157.57	116.61	41.19	0.00	529.89
1981	22.32	81.45	161.53	113.41	25.98	34.63	14.20	453.53
1982	6.99	47.03	121.93	141.96	93.43	21.49	11.01	443.85
1983	0.00	42.21	102.50	165.82	118.31	53.73	16.21	498.78
1984	0.00	94.78	130.72	138.14	86.32	40.31	3.86	494.13
1985	7.97	82.76	151.53	110.47	87.48	12.80	7.75	460.77
1986	8.02	76.14	139.27	107.13	83.87	37.41	7.86	459.70
1987	14.48	95.29	167.27	143.95	35.05	2.93	0.00	458.97
1988	18.23	90.95	155.57	123.57	121.54	43.66	0.00	553.52
1989	17.99	134.13	151.51	140.67	123.82	0.00	26.38	594.50
1990	15.27	85.44	182.22	116.60	114.53	0.00	28.48	542.54
1991	18.74	109.75	157.65	127.66	107.67	72.06	0.00	593.54
1992	16.67	123.78	146.48	116.43	72.08	77.97	37.83	591.25
1993	10.65	130.42	164.56	151.41	80.58	66.37	19.72	623.71
1994	22.68	103.56	190.64	132.65	124.10	59.91	0.00	633.53
1995	9.28	82.24	143.11	128.22	143.11	60.66	36.70	603.32
1996	27.87	173.11	108.49	133.70	115.09	23.14	20.69	602.09
1997	15.16	118.39	117.51	145.63	134.21	62.60	32.73	626.22
1998	16.30	136.13	172.96	125.75	132.74	79.67	8.26	671.81
1999	0.00	79.37	5.63	86.52	0.00	52.25	34.68	258.44
2000	8.58	10.68	158.62	109.02	5.82	0.00	16.12	308.83
2001	19.77	105.88	183.94	113.43	91.90	19.22	0.00	534.14
2002	15.19	0.00	0.00	0.00	0.00	0.00	0.00	15.19
2003	23.27	63.63	0.00	106.44	0.00	53.81	0.00	247.15
2004	0.00	100.11	99.59	108.98	48.58	45.04	16.37	418.66
2005	15.04	97.42	130.21	124.29	88.62	63.51	16.48	535.56
2006	17.36	97.13	133.13	80.39	79.83	44.11	7.35	459.30
2007	14.91	71.51	120.28	87.19	112.26	46.31	32.73	485.19
2008	13.94	68.69	115.94	93.64	87.42	60.14	25.36	465.12
2009	6.66	81.07	80.98	108.53	91.48	3.91	8.45	381.07
2010	8.77	75.08	165.09	128.84	101.01	34.58	0.00	513.38
2011	8.42	43.49	127.35	0.00	0.00	0.00	28.18	207.45
2012	15.99	114.92	0.00	0.00	0.00	51.84	38.57	221.32
2013	11.91	67.06	0.00	0.00	0.00	22.17	12.13	113.27
2014	13.08	66.21	36.46	116.98	49.67	0.00	0.00	282.40
2015	18.59	75.95	148.55	115.31	0.00	0.00	14.22	372.61
2016	7.13	83.38	71.60	115.49	83.01	62.90	0.00	423.51
2017	16.19	88.94	0.00	96.73	98.94	53.16	34.38	388.34
2018	23.38	132.31	0.00	0.00	0.00	0.00	0.00	155.69
2019	14.99	78.74	149.69	149.29	132.51	79.34	6.21	610.78
2020	25.38	128.31	51.36	0.00	0.00	28.10	0.40	233.55
Average	**13.29**	**85.81**	**113.22**	**102.50**	**70.85**	**35.14**	**13.10**	**433.91**

Table 7 – Monthly Surface Water Consumptive Use Credit for F13 & F14

Monthly Crop CU for (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	22.41	75.49	157.51	99.57	0.00	0.00	0.00	354.98
1979	16.05	96.76	143.06	141.64	107.00	0.00	0.00	504.50
1980	7.19	72.53	166.93	143.86	122.48	66.91	0.00	579.89
1981	23.09	84.73	152.57	110.10	58.84	46.24	18.97	494.53
1982	7.58	49.15	113.88	127.29	88.06	23.31	11.94	421.22
1983	0.00	36.37	89.49	146.25	103.71	46.38	13.90	436.11
1984	0.00	71.54	108.21	119.25	71.95	26.34	2.52	399.81
1985	3.73	56.76	121.06	90.82	57.68	5.98	3.62	339.66
1986	4.27	57.93	138.21	114.98	73.72	19.91	4.18	413.20
1987	7.96	68.34	170.64	156.06	99.18	37.26	0.00	539.44
1988	20.54	102.47	175.26	139.21	136.93	65.50	0.00	639.90
1989	20.38	151.91	171.60	159.32	145.20	69.51	29.87	747.80
1990	17.39	97.27	207.45	132.74	130.39	53.84	32.42	671.50
1991	21.45	125.59	180.41	146.09	123.21	82.46	18.07	697.27
1992	33.11	142.35	168.45	133.89	82.90	89.66	43.50	693.87
1993	22.54	150.71	190.16	174.97	93.12	76.70	22.79	730.98
1994	26.33	120.23	221.34	154.02	144.08	69.56	21.39	756.95
1995	10.83	95.93	166.93	149.56	166.93	70.75	42.80	703.73
1996	32.66	202.85	198.26	156.67	160.49	68.13	24.24	843.30
1997	17.84	139.34	188.21	171.40	157.96	73.68	38.52	786.95
1998	19.27	160.91	204.46	148.65	156.91	99.35	9.76	799.32
1999	0.00	101.99	196.67	174.24	25.22	81.90	45.13	625.16
2000	10.91	191.99	212.51	167.31	158.73	48.38	29.10	818.93
2001	29.24	148.51	223.29	171.28	143.34	111.26	37.76	864.67
2002	34.53	71.95	25.78	24.38	0.00	0.00	0.00	156.63
2003	24.77	143.62	151.95	164.44	137.38	58.07	36.88	717.11
2004	0.00	111.35	122.93	97.23	102.47	57.74	16.50	508.21
2005	10.25	66.43	88.79	81.49	60.43	43.31	11.24	361.94
2006	14.57	81.54	108.18	63.20	77.90	34.68	5.78	385.85
2007	15.22	72.95	114.61	77.64	99.97	41.24	29.15	450.77
2008	17.15	84.46	127.64	93.19	87.00	59.85	25.24	494.53
2009	12.67	154.27	145.45	154.04	129.84	69.22	11.99	677.47
2010	11.84	91.34	187.94	142.60	118.59	47.68	5.38	605.37
2011	11.61	59.97	152.09	171.74	158.57	70.57	31.49	656.04
2012	15.46	103.88	156.54	134.27	58.30	33.67	22.10	524.24
2013	11.71	65.90	165.95	56.72	71.91	43.92	24.03	440.13
2014	24.88	125.99	191.37	138.21	133.68	61.88	9.00	685.01
2015	21.04	85.96	182.32	135.49	80.61	32.27	37.78	575.46
2016	8.17	95.49	188.46	161.24	95.07	83.76	14.93	647.11
2017	18.32	100.66	197.70	109.48	138.43	60.17	38.91	663.67
2018	26.47	149.74	162.74	37.73	0.00	0.00	0.00	376.67
2019	8.59	45.13	85.79	85.56	75.94	45.47	8.02	354.48
2020	7.01	68.76	161.51	70.50	17.24	0.00	0.00	325.03
Average	**15.56**	**101.89**	**157.77**	**126.24**	**98.87**	**50.62**	**18.11**	**569.06**

F12 also includes a groundwater source as a part of the legal water supply for this land. So, it was assumed during the HCU analysis the surface water was used first to fill the available irrigation water requirement on F12. Then if irrigation water requirement was still available on F12, it was assumed the groundwater supply filled the remaining availability. Since meter readings for groundwater withdrawals are only collected annually, this analysis reports the groundwater HCU annually. Tables 8, below, summarizes the calculated groundwater consumptive use for F12 in the study period.

Table 8 – Annual Groundwater Consumptive Use Credit for F12

Year	Total Groundwater HCU (ac-ft)	Year	Total Groundwater HCU (ac-ft)
1978	292	1999	315
1979	85	2000	349
1980	12	2001	104
1981	18	2002	349
1982	0	2003	349
1983	0	2004	124
1984	8	2005	83
1985	0	2006	19
1986	0	2007	0
1987	177	2008	0
1988	55	2009	0
1989	82	2010	91
1990	56	2011	78
1991	26	2012	349
1992	12	2013	150
1993	9	2014	62
1994	19	2015	29
1995	0	2016	13
1996	117	2017	0
1997	42	2018	140
1998	36	2019	0
		2020	189
		Avg.	**89**

Historical Farm Operation

When the surface water rights described above were in priority the water was diverted to pump ponds on the farm and applied through sprinkler irrigation to the Fields 11 through 14. If the fields did not need water applied to the crop but the surface water rights were still in priority then the water was exchanged up to Platoro Reservoir and stored and then released later the same irrigation season when the water was needed. All the surface water rights described above have

the legal right to store while in priority and release the same water later in the irrigation season. As described above Field 12 had a groundwater source available in addition to the surface water rights. Typical operation for the well on Field 12 would have been to supplement irrigation water needs when the surface water rights were not available.

Return Flows

The following assumptions were made to calculate the return flow and ditch loss portion of the surface water supply:

- Ditch loss was assumed at 36% of total diversions.
- Returns flows were assumed at 10.88% of total diversions (17% of total Farm Headgate Deliveries).
- Remaining percentage for Consumptive Use Credit is 53.12%

Tables 9 and 10, below, show the daily allocation of the surface water for the property evaluated in this report. The tables include three portions of the surface water return flows, ditch loss, and consumptive use credit.

Table 9 – Daily Allocation of Surface Water Supply for F11 & F12

	April	May	June	July	August	September	October
On-Farm Return Flows (cfs)	0.05	0.29	0.39	0.34	0.24	0.12	0.04
Ditch Loss (cfs)	0.15	0.95	1.29	1.13	0.78	0.40	0.14
Consumptive Use (cfs)	0.22	1.40	1.90	1.67	1.19	0.59	0.21

Table 10 – Daily Allocation of Surface Water Supply for F13 & F14

	April	May	June	July	August	September	October
On-Farm Return Flows (cfs)	0.05	0.34	0.54	0.42	0.33	0.17	0.06
Ditch Loss (cfs)	0.18	1.12	1.80	1.39	1.09	0.58	0.20
Consumptive Use (cfs)	0.26	1.66	2.65	2.05	1.66	0.85	0.29

The centroid of the irrigated area for F11 & F12 is approximately 4,000 feet away from the Conejos River. The centroid of the irrigated area for F13 & F14 is approximately 6,000 feet away from the Conejos River. It is proposed that the return flow and the ditch loss portions of the daily allocation be left in the ditch, then the return flow portions be run in the farm laterals and recharged to replicate the historical return flows. Both groups of fields have supply ponds that used to feed the center pivot sprinklers. These ponds will be used to recharge the on-farm return flows for each group of fields and allow the water to return to the Conejos River. Attachment 7 includes a map which shows the recharge ponds which will be used.

Since F11 & F12 also include a groundwater supply (well), the surface water on-farm return flows could be made up by recharging HCU from the well into the supply pond. Then the portion of the surface water which would have been recharged on-farm for return flows would be left in the river

and credited to HCU from the surface supply. In this scenario the ditch loss portion of the surface water supply for F11 & F12 would still be run in the ditch so no injury occurs to downstream users and any injurious depletions from the groundwater withdrawals would be remedied by the Subdistrict under an approved ARP.

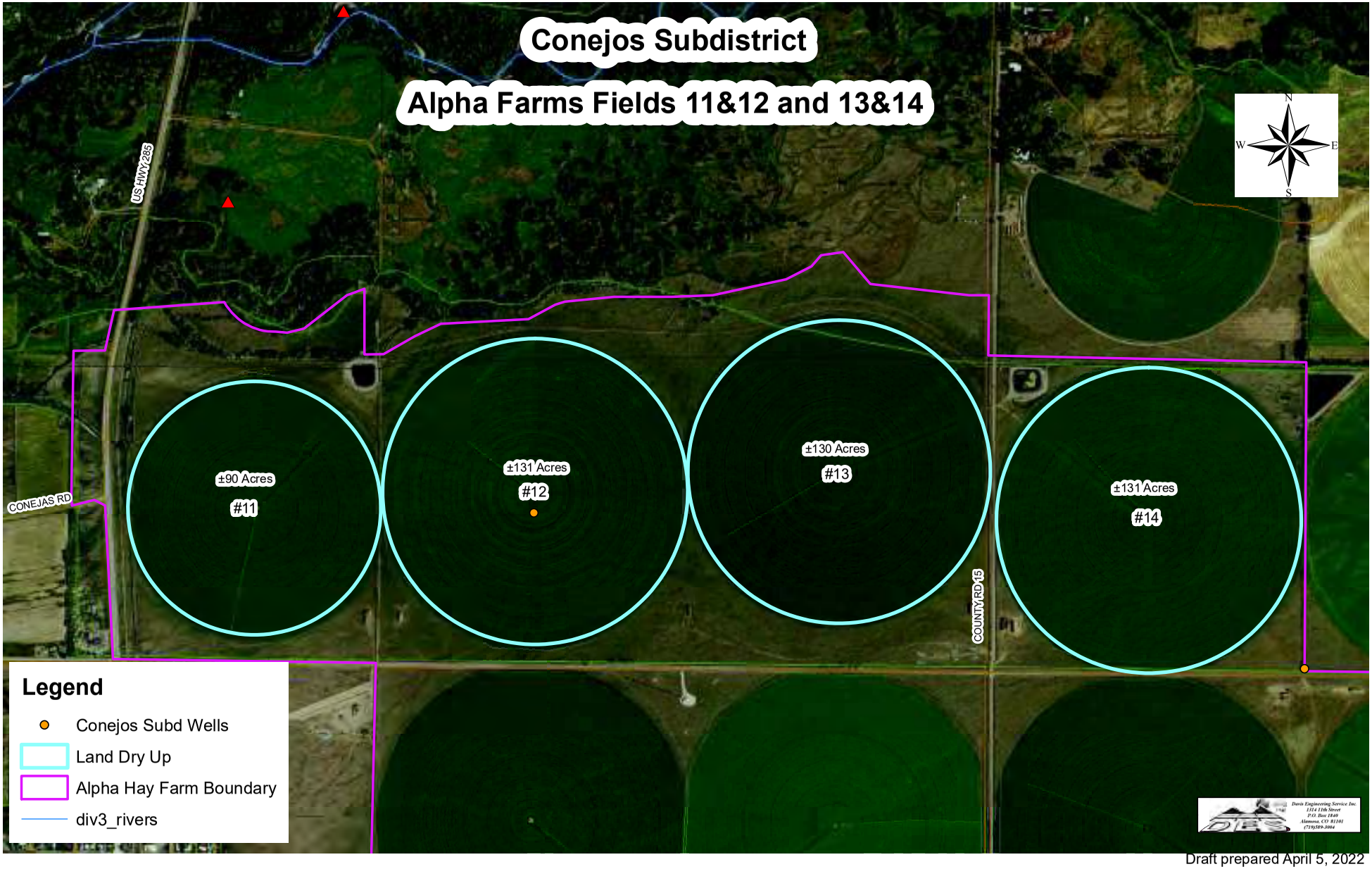
Detailed return flow information is included in Attachment 8 including monthly returns flows, monthly ditch loss, and total monthly farm headgate diversions. Under this operation there will be no injury to other water rights.

Conclusion

Surface Water consumptive use credits can be created for each group of fields, per the daily allocation tables (9 & 10), for the water right when it is in priority and able to divert water. The surface water consumptive use credits for each month will not exceed the average limits shown in Tables 6 & 7. The estimated annual average historical surface water consumptive use for F11 & F12 is ±434 ac-ft. In addition to surface water consumptive use credits for F11 & F12, F12 also generates groundwater consumptive use credits. The estimated annual average historical groundwater consumptive use for F12 is ±89 ac-ft. The estimated annual average historical surface water consumptive use for F13 & F14 is ±569 ac-ft.

Attachment 1

Map Showing Land to be Dried Up



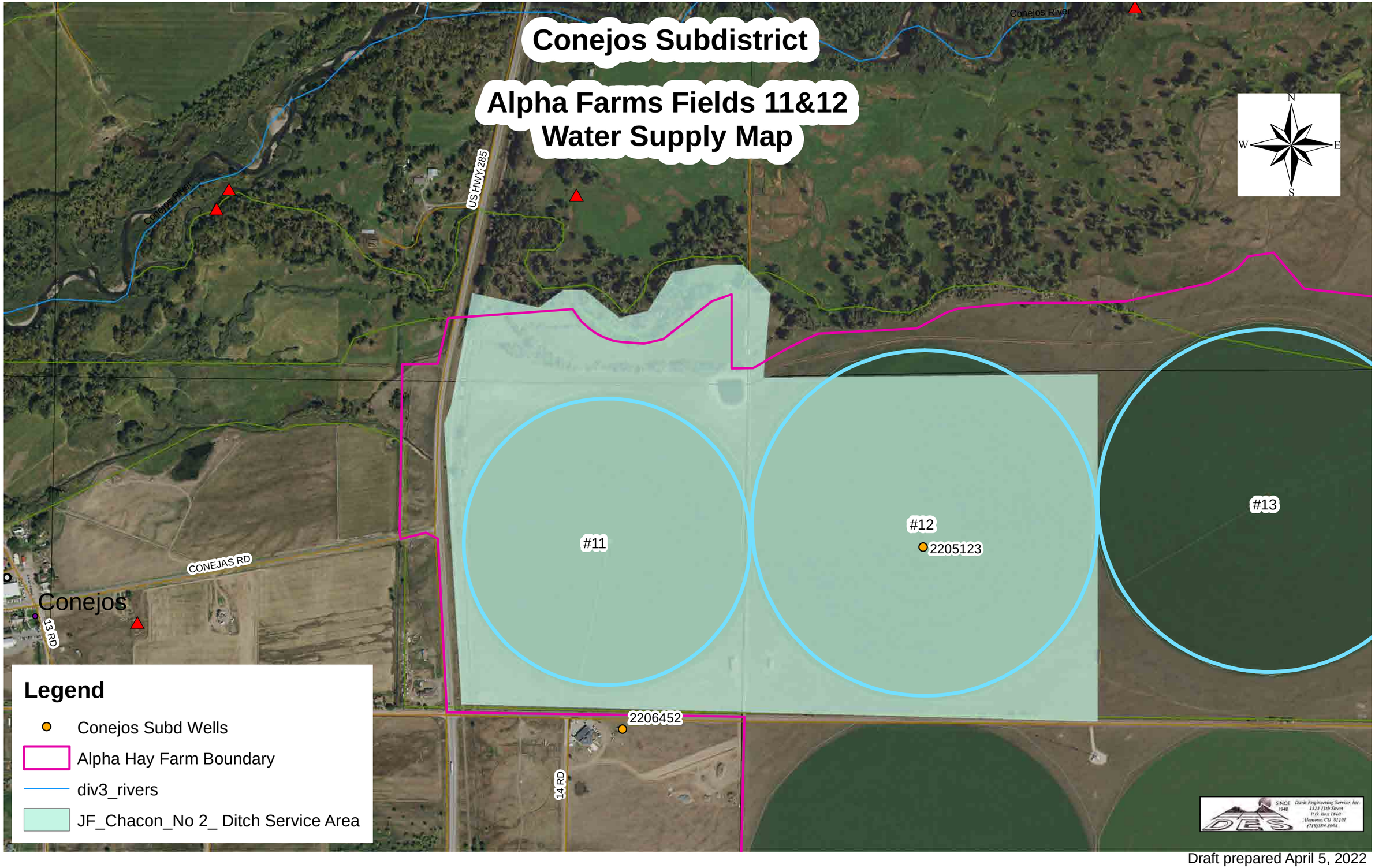
Draft prepared April 5, 2022

Attachment 2

Water Supply Maps

Conejos Subdistrict

Alpha Farms Fields 11&12
Water Supply Map



Draft prepared April 5, 2022

Conejos Subdistrict

Alpha Farms Fields 13&14
Water Supply Map

N
W
E
S

16 RD

#13

#14

#15

COUNTY RD 15

Legend

- Alpha Hay Farm Boundary
- JF_Chacon_No3_Ditch Service Area
- div3_rivers

SINCE 1948 Davis Engineering Service, Inc. 1314 13th Street P.O. Box 1840 Monte, CO 81101 (719)589-3004

Draft prepared April 5, 2022

Conejos Subdistrict
Alpha Farms Fields 11, 12, 13, &14
Water Supply Map

N
W
E
S

#11
#12
#13
#14
#6
#8

US HWY 285
14 RD
COUNTY RD 15

Legend

- Alpha Hay Farm Boundary
- div3_rivers
- Heads_Mill_&_Irr_Ditch Service Area

SINCE 1948 Davis Engineering Services, Inc.
1314 13th Street
P.O. Box 1840
Monte Vista, CO 81144
(719)852-3062

Draft prepared April 5, 2022

Attachment 3

Historical Diversion Records for Ditch

HEADS MILL & amp; IRG D DIVERSION (1 of 2)														
Irr Year	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	nual Amou	Units
2020						280.67	3599.97	1144.96	379.18	92.75	151.14	2.14	5650.8	AF
2019	0					725.96	2268.73	2237.39	1668.72	1925.98	820.45	76.54	9723.77	AF
2018	0					658.52	1969.62	875.32	202.91				3706.37	AF
2017						646.62	1599.69	1224.81	1374.57	1276.78	939.78	654.56	7716.81	AF
2016						563.31	2585.89	1398.76	1488.42	1045.9	788.84	80.33	7951.45	AF
2015						813.24	932.25	1779.6	1348.98	433.59	173.56	279.67	5760.88	AF
2014						716.36	2123.97	1225.41	1372.58	986.2	332.83	48.4	6805.75	AF
2013						1524.32	1485.44	892.58	305.06	386.78	815.22	922.33	6331.73	AF
2012						1524.32	1485.44	842	722.19	313.59	459.97	561.33	5908.85	AF
2011						637.7	1184.15	3005	901.1	843.38	442.72	779.12	7793.17	AF
2010						456.21	2568.63	2055.9	1658.01	1259.42	745.2	28.96	8772.33	AF
2009						218.19	2013.25	1217.87	1711.36	1910.71	393.33	324.9	7789.6	AF
2008						297.53	1785.15	1630.44	2075.73	1889.28	1276.78	486.55	9441.46	AF
2007						801.33	1057.21	1555.86	1761.35	2132.26	796.77	1354.73	9459.51	AF
2006					117.22	626.19	1324.78	1562.8	956.05	848.34	442.32	802.82	6680.53	AF
2005						571.25	1136.35	1578.27	1106.79	868.77	898.33	743.22	6902.98	AF
2004	89.26					702.16	1137.34	1196.84	2020.89	812.44	552.8	978.66	7490.39	AF
2003						589.1	1114.73	651.98	1019.16	673.36	617.86	198.35	4864.53	AF
2002	208.27				117.03	755.71	386.98	138.65	131.11				1737.74	AF
2001	277.69				27.77	940.18	2130.28	2104.49	1388.55	1660.29	701.76	203.11	9434.12	AF
2000	140.83					731.91	557.36	1265.57	985.4	885.08	260.24	243.18	5069.57	AF
1999	218.19				83.31	640.67	1188.12	753.73	1402.53	135.67	545.86	789.04	5757.11	AF
1998	95.21					1745.48	1933.91	2150.11	4070.44	2293.42	962.89	1087.35	14338.82	AF
1997	31.74	53.55				1295.23	2372.27	1644.32	2486.12	1614.97	1147.26	1110.56	11756.01	AF
1996	382.82					2215.57	1854.57	1649.88	1920.23	1482.27	490.92	379.05	10375.29	AF
1995	287.61					1223.82	2634.09	2429.79	2469.46	3136.71	1842.47	1410.27	15434.21	AF
1994	692.24					954.06	2394.08	2033.09	2763.81	2048.16	946.92	115.04	11947.41	AF
1993	646.62	0				178.52	2116.39	3056.57	3062.13	3555.03	976.08	593.07	14184.41	AF
1992						267.77	2112.43	2203.67	2580.53	3153.77	1282.33	879.68	12480.18	AF
1991						1442	2528.96	2449.62	3631.79	2773.85	1599.49	97.19	14522.91	AF
1990	0					1717.71	2465.49	2850.29	2860.21	2232.93	289.59	831.09	13247.3	AF
1989						1428.12	3177.57	3211.29	2401.03	1446.96	373.89	1293.24	13332.1	AF

HEADS MILL & amp; IRG D DIVERSION (2 of 2)														
1988					11.9	347.11	2584.5	2842.36	2885.99	2457.56	587.12		11716.53	AF
1987	341.16	265.79				192.4	1249.61	2697.56	2245.32	721.99	216.2		7930.03	AF
1986					287.61	1543.16	1578.87	1670.11	1053.24	2786.82	1465.81	646.62	11032.23	AF
1985	77.36					975.88	2715.41	2953.43	1830.77	1172.25	948.11	261.82	10935.04	AF
1984	148.76						2786.82	3034.76	2485.33	2150.11	620.84	714.06	11940.67	AF
1983						553.4	2608.3	3748.82	3173.6	2590.45	539.51	1777.22	14991.29	AF
1982	0					1640.35	3274.76	2951.45	2826.49	2596.4	684.31	420.5	14394.26	AF
1981						1188.12	2594.42	2943.51	2215.57	456.21	1634.4	533.56	11565.79	AF
1980						846.95	3167.65	3272.78	2957.4	3054.59	676.37		13975.74	AF
1979						1253.57	3227.15	2782.85	2796.74	892.58			10952.89	AF
1978		99.18			238.02	2630.12	2864.17	3034.76	535.55				9401.79	AF
1977	448.27					1844.66	2691.61	1531.26	138.85	1027.45	1251.59	374.88	9308.57	AF
1976						2013.25	3106.16	2880.04	2467.47	714.06	166.61	355.05	11702.65	AF
1975						848.94	2901.86	3064.51	2634.09	789.43			10238.83	AF
1974						985.8	3552.45	2693.59	2570.62	1241.67			11044.13	AF
1973						739.85	3328.31	2880.04	1757.38	2164			10869.58	AF
1972					799.35	2255.24	2766.98	2669.79	682.32	0	71.41	1757.38	11002.47	AF
1971					43.64	1743.5	2802.69	3326.33	2691.61	1563	291.57	952.08	13414.41	AF
1970						666.46	3488.98	2376.23	2582.52	2288.96	1759.36	301.49	13464	AF
Avg.	**215**	**105**	**0**	**0**	**192**	**1003**	**2206**	**2105**	**1858**	**1516**	**750**	**621**	**9848**	

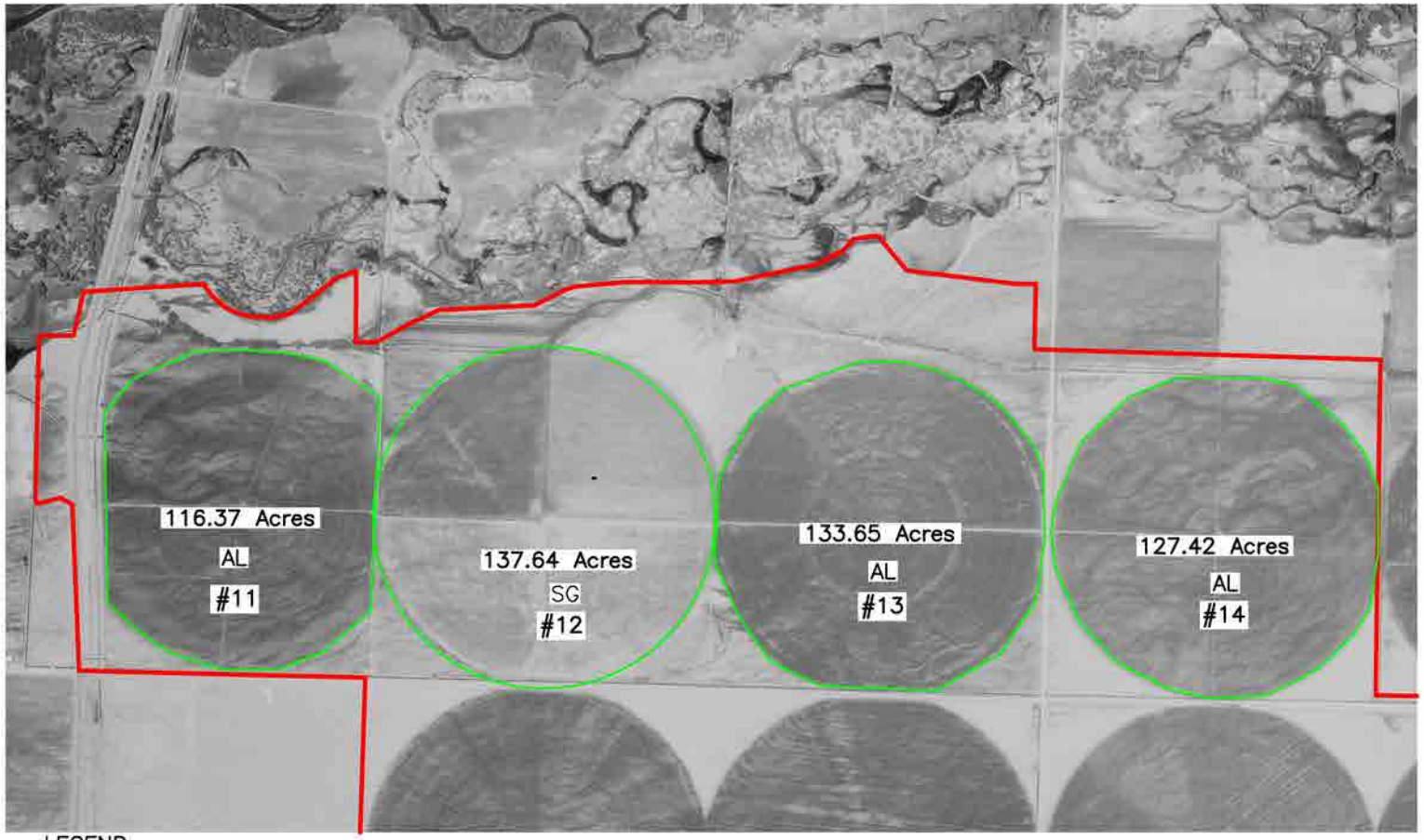
J F CHACON D NO 2 DIVERSION														
Irr Year	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Annual Amount**	**Units**
2003								33.12	153.23				186.35	AF
2001							130.91	129.92	49.98				310.81	AF
2000							186.45	255.71	175.3				617.46	AF
1999							73.39	117.03			61.49	319.34	571.25	AF
1997							63.47						63.47	AF
1996						3.97	71.41						75.37	AF
1995							43.64						43.64	AF
1994						41.65	31.74	156.7					230.09	AF
1993							243.97	499.84	144.8				888.61	AF
1992						0	152.73	0	79.34				232.07	AF
1991						11.9	345.13	242.98	258.35	0			858.36	AF
1990							196.37	285.62					481.99	AF
1989							444.3	196.37					640.67	AF
1988							255.87	382.82	0				638.69	AF
1987							87.27	259.84	7.93				355.05	AF
1986							71.41	313.39	317.36				702.16	AF
1985						89.26	384.8	741.83	267.77	71.41			1555.06	AF
1984							168.6	378.85	97.19				644.64	AF
1983							75.37	259.84	71.41				406.62	AF
1982							347.11	499.84	71.41				918.36	AF
1981							41.65	194.38					236.04	AF
1980							73.39	357.03					430.42	AF
1979							249.92	208.27					458.19	AF
1978							228.1	241.99					470.09	AF
1977							13.88						13.88	AF
1976							525.63	15.87					541.5	AF
1975							380.83	487.94	341.16				1209.94	AF
1974							690.26	234.05					924.31	AF
1973							87.27	368.93	188.43				644.64	AF
1972							285.62	234.05					519.68	AF
1971							47.6	349.1	111.08				507.78	AF
Avg.						**29**	**200**	**276**	**146**	**36**	**61**	**319**	**528**	**AF**

J F CHACON D NO 3 DIVERSION														
Irr Year	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Annual Amount**	**Units**
2020	0						1665.53	243.91					1909.44	AF
2019	0					529.59	1340.85	543.48	97.19				2511.11	AF
2018	0					108.95	1206.58						1315.54	AF
2017						119.01	809.47	551.41					1479.89	AF
2015								36.3	658.13				694.42	AF
2014						232.72	930.08	447					1609.81	AF
2013						0	243.57	0					243.57	AF
2012						252.9	487.94						740.84	AF
2011							72.6	657.93	181.49				912.01	AF
2010						35.7	1112.15	612.31					1760.16	AF
2009						49.59	1128.41	559.35	142.81				1880.16	AF
2008							545.46	647.81	512.54				1705.81	AF
2007							277.69	495.88	0				773.57	AF
2006							726.56	225.72	75.27	5.06	101.16	75.37	1209.14	AF
2005						19.84	657.73	618.06	19.84	102.75		112.46	1530.67	AF
2004							482.78	274.52		284.1	142.81	134.88	1319.09	AF
2003							440.34	247.94	49.09	111.57			848.94	AF
2001						77.36	1069.11	501.83					1648.29	AF
2000						23.8	747.78	186.45	25.29				983.32	AF
1999							483.97	825.14	353.06				1662.17	AF
1998							916.38	694.23	31.74				1642.34	AF
1997							571.25	190.42					761.66	AF
1996							136.86						136.86	AF
1995							148.76	154.71	190.42				493.89	AF
1994							164.63						164.63	AF
1993							85.29	119.01	11.9				216.2	AF
1992						13.88	166.61						180.5	AF
1974							839.02	495.88					1334.9	AF
1971							210.25	1065.14	152.73				1428.12	AF
1970							1112.74	918.36	190.42				2221.52	AF
Avg.						**122**	**648**	**453**	**168**	**126**	**122**	**108**	**1177**	**AF**

Attachment 4

Yearly Irrigated Land Maps

ALPHA FARMS
1978 IRRIGATION FIELDS
11,12, 13, &14



LEGEND

AL=ALFALFA

SG=SMALL GRAIN

= APPROXIMATE ALPHA FARMS PROPERTY BOUNDARY

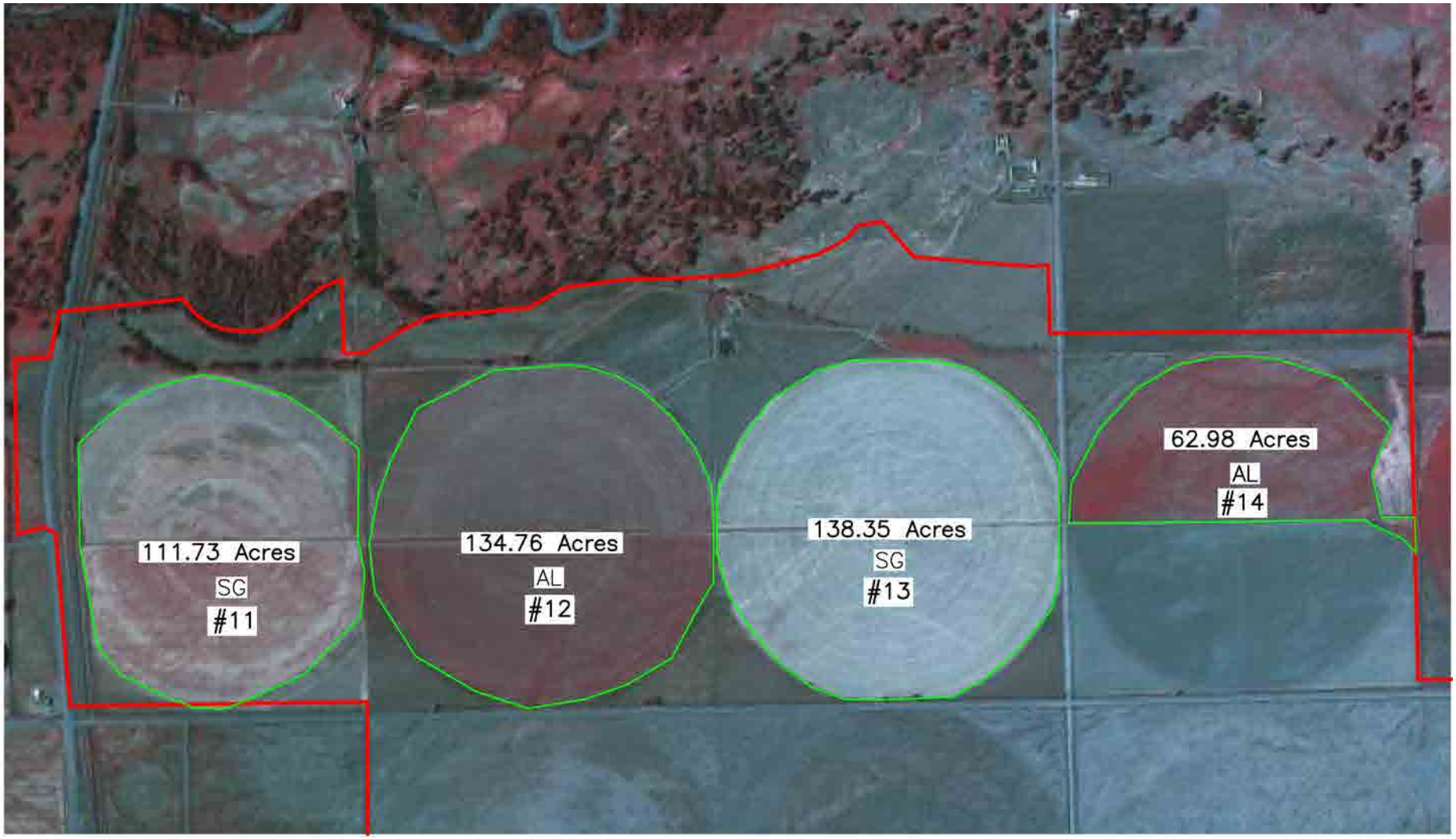
DAVIS ENGINEERING SERVICE, INC.
1314 11th STREET, P.O. BOX 1940
ALAMOSA, COLORADO 81101
PHONE: (719) 589-3004
FAX: (719) 589-3712

Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DRAWN	JAM
CHECKED	CMP
APPROVED	
CLIENT	Conejos Subdistrict
SHEET NO.	1 OF 1
SCALE	1" = 1200'
DATE	4/6/2022
PROJECT NO.	E02075

ALPHA FARMS
1985 IRRIGATION FIELDS
11, 12, 13, &14



LEGEND

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SG=SMALL GRAIN

= APPROXIMATE ALPHA FARMS PROPERTY BOUND.

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ALAMOSA, COLORADO 81101
PHONE: (719) 589-3004
FAX: (719) 589-3712

Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DESIGNED	
DRAWN	JAM
CHECKED	CMP
APPROVED	
CLIENT	Conejos Subdistrict
SHEET NO.	1 OF 1
SCALE	1" = 1200'
DATE	4/6/2022
PROJECT NO.	E02075

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REV	DATE	BY	APVD

ALPHA FARMS
1987 IRRIGATION FIELDS
11, 12, 13, &14

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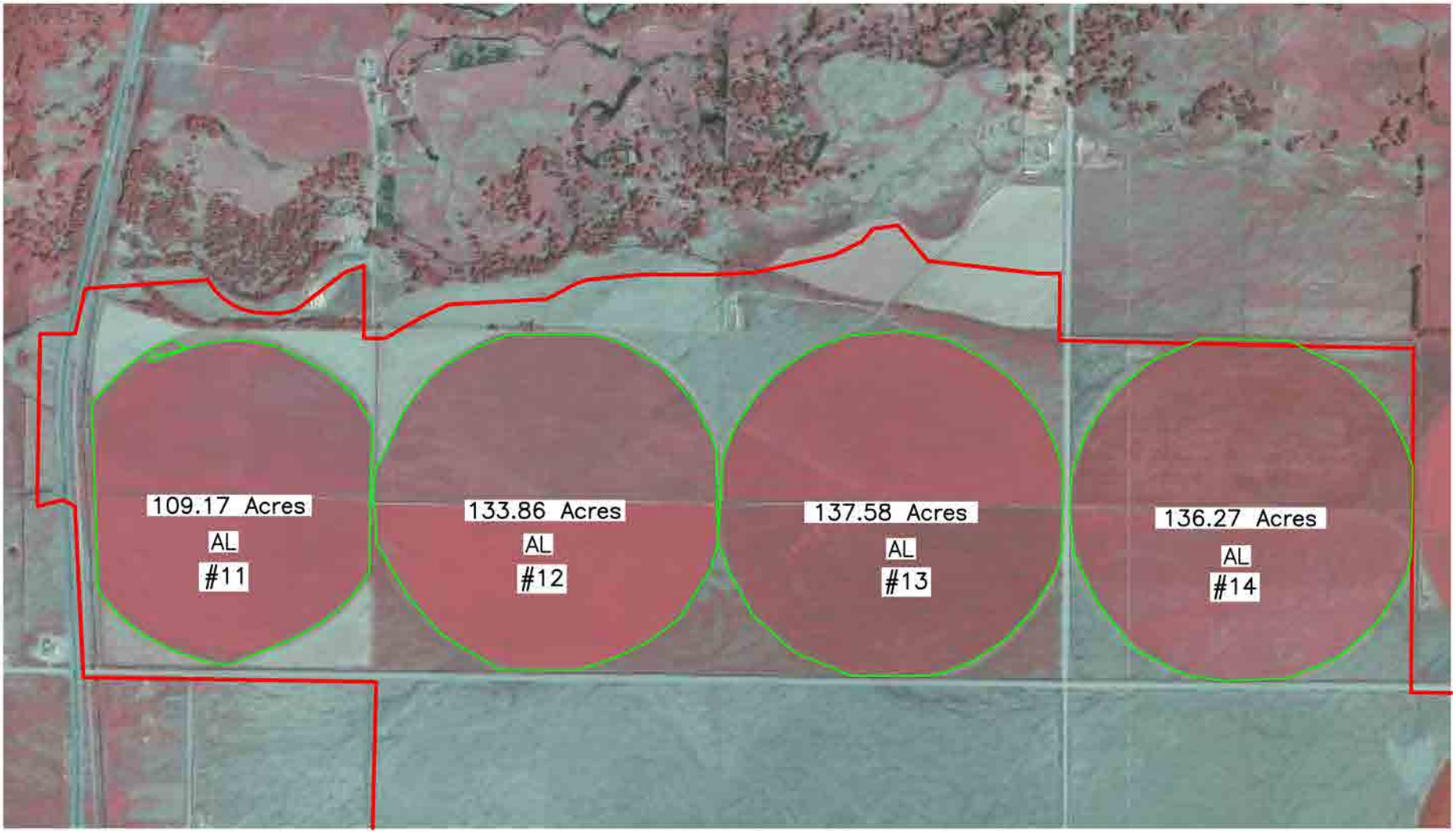
Conejos Subdistrict	
Alpha Farms HCU (DRAFT)	
DESIGNED	THIS DRAWING IS THE PROPERTY OF DAVIS ENGINEERING SERVICE, INC., AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN APPROVAL OF DAVIS ENGINEERING SERVICE, INC.
SHEET NO. 1 OF 1	
DRAWN JAM	
SCALE 1" = 1200'	
CHECKED CMP	
CLIENT Conejos Subdistrict	
DATE 4/6/2022	
APPROVED	
PROJECT NO. E02075	

REV	DATE	BY	APVD

ALPHA FARMS
1988 IRRIGATION FIELDS
11,12, 13, &14



LEGEND

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Conejos Subdistrict

Alpha Farms HCU (DRAFT)

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CHECKED	CMP
APPROVED	
CLIENT	Conejos Subdistrict
SHEET NO.	1 OF 1
SCALE	1" = 1200'
DATE	4/6/2022
PROJECT NO.	E02075

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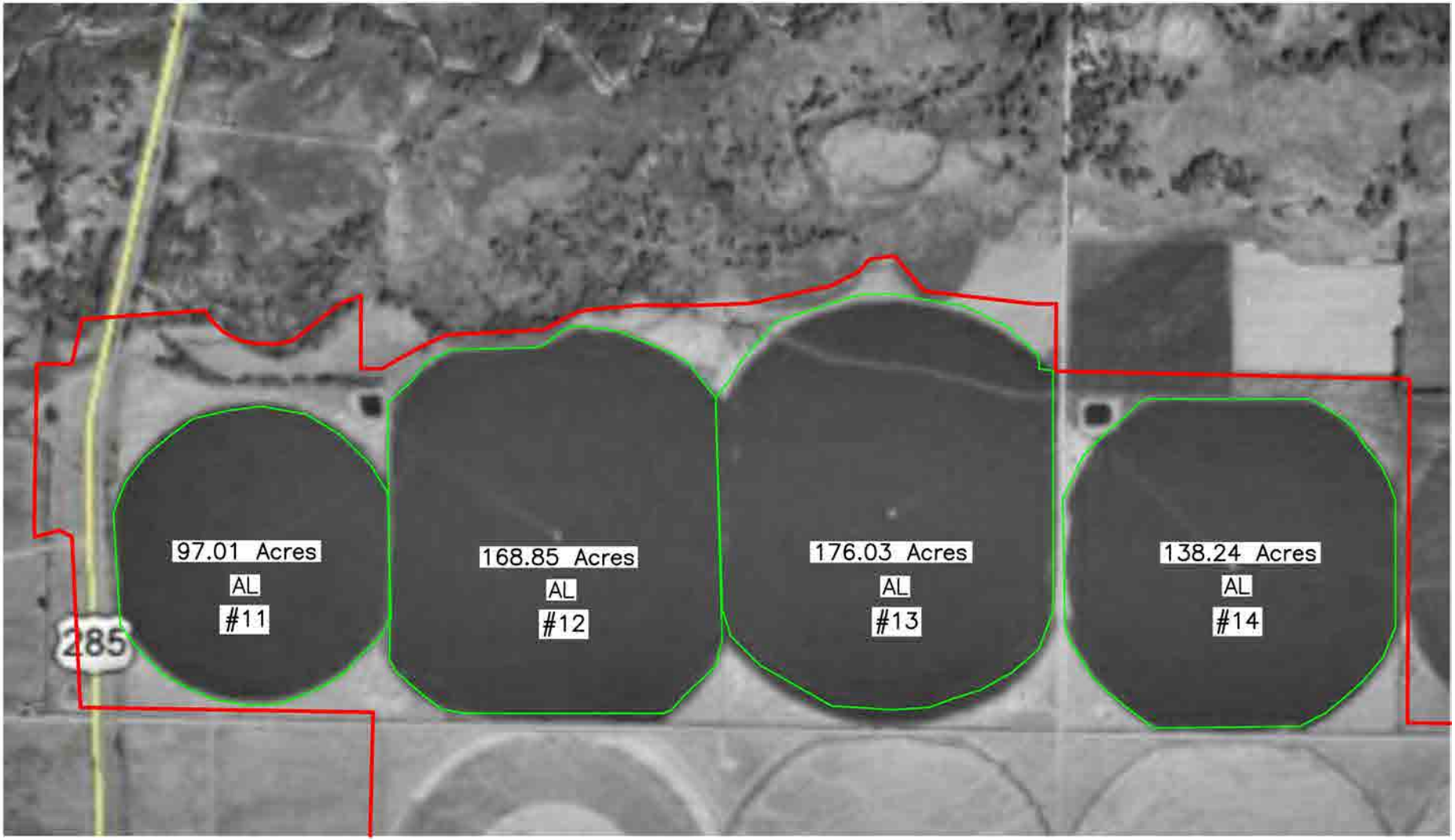
REV	DATE	BY	APVD

ALPHA FARMS
1998 IRRIGATION FIELDS
11,12, 13, &14



LEGEND

AL=ALFALFA

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= APPROXIMATE ALPHA FARMS PROPERTY BOUND/

DAVIS ENGINEERING SERVICE, INC.
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Conejos Subdistrict

Alpha Farms HCU (DRAFT)

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DRAWN: JAM

CHECKED: CMP

APPROVED:

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CLIENT: Conejos Subdistrict

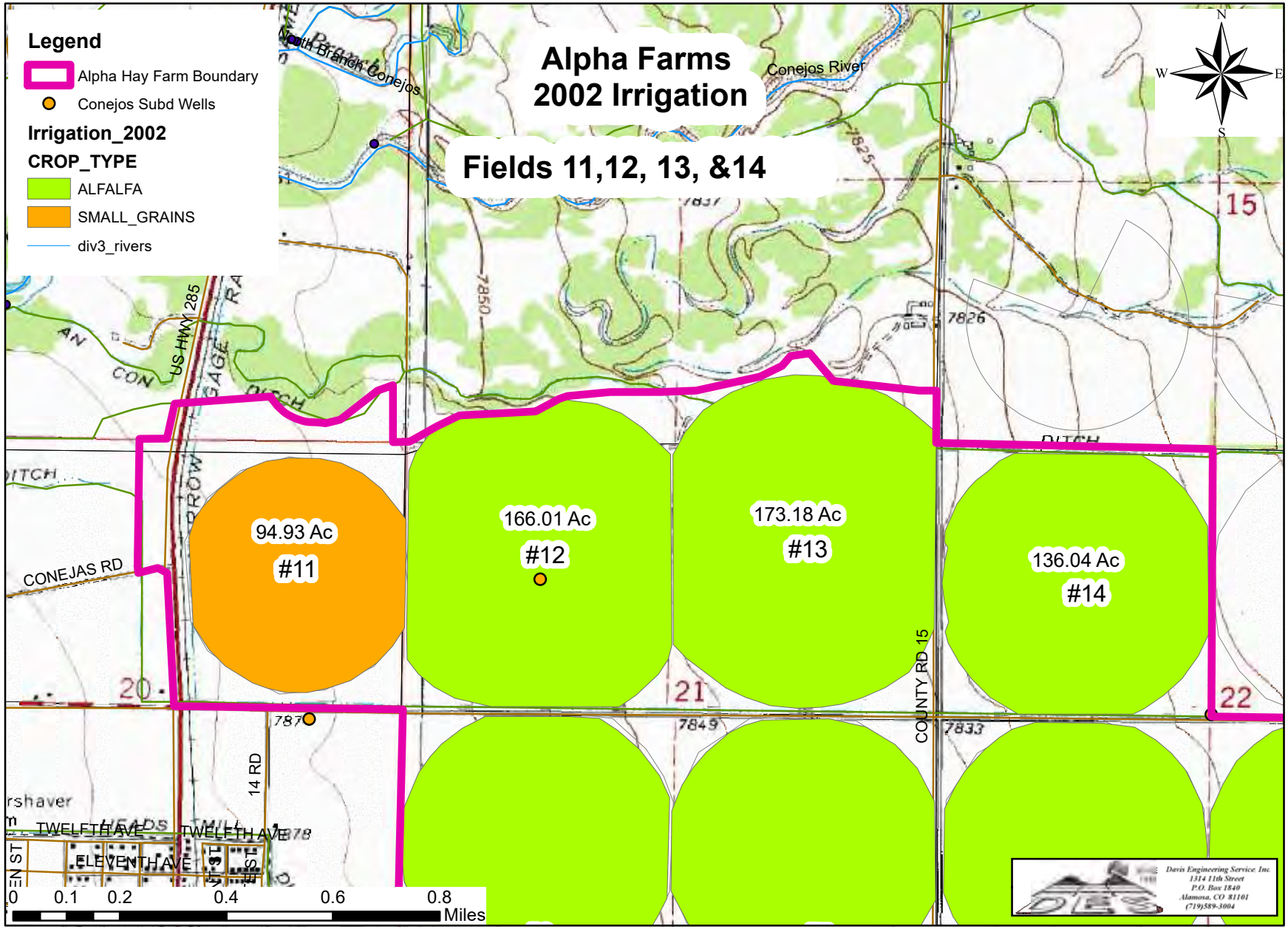
SHEET NO.: 1 OF 1

SCALE: 1" = 1200'

DATE: 4/6/2022

PROJECT NO.: E02075

REV	DATE	BY	APVD



Draft Prepared April 5, 2022

ALPHA FARMS
2005 IRRIGATION FIELDS
11,12, 13, &14

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Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DESIGNED:

DRAWN: JAM

CHECKED: CMP

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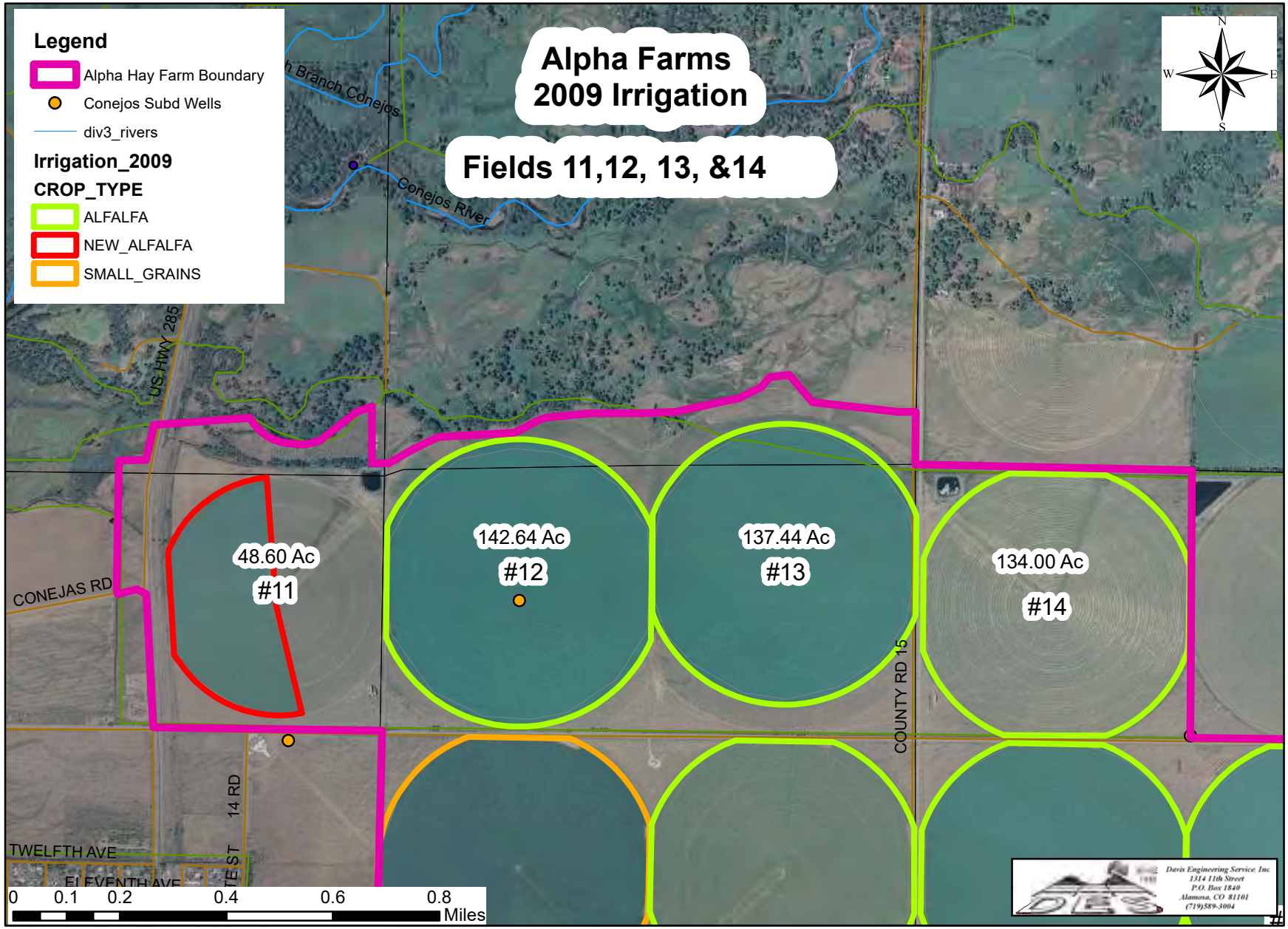
CLIENT: Conejos Subdistrict

SHEET NO. 1 OF 1

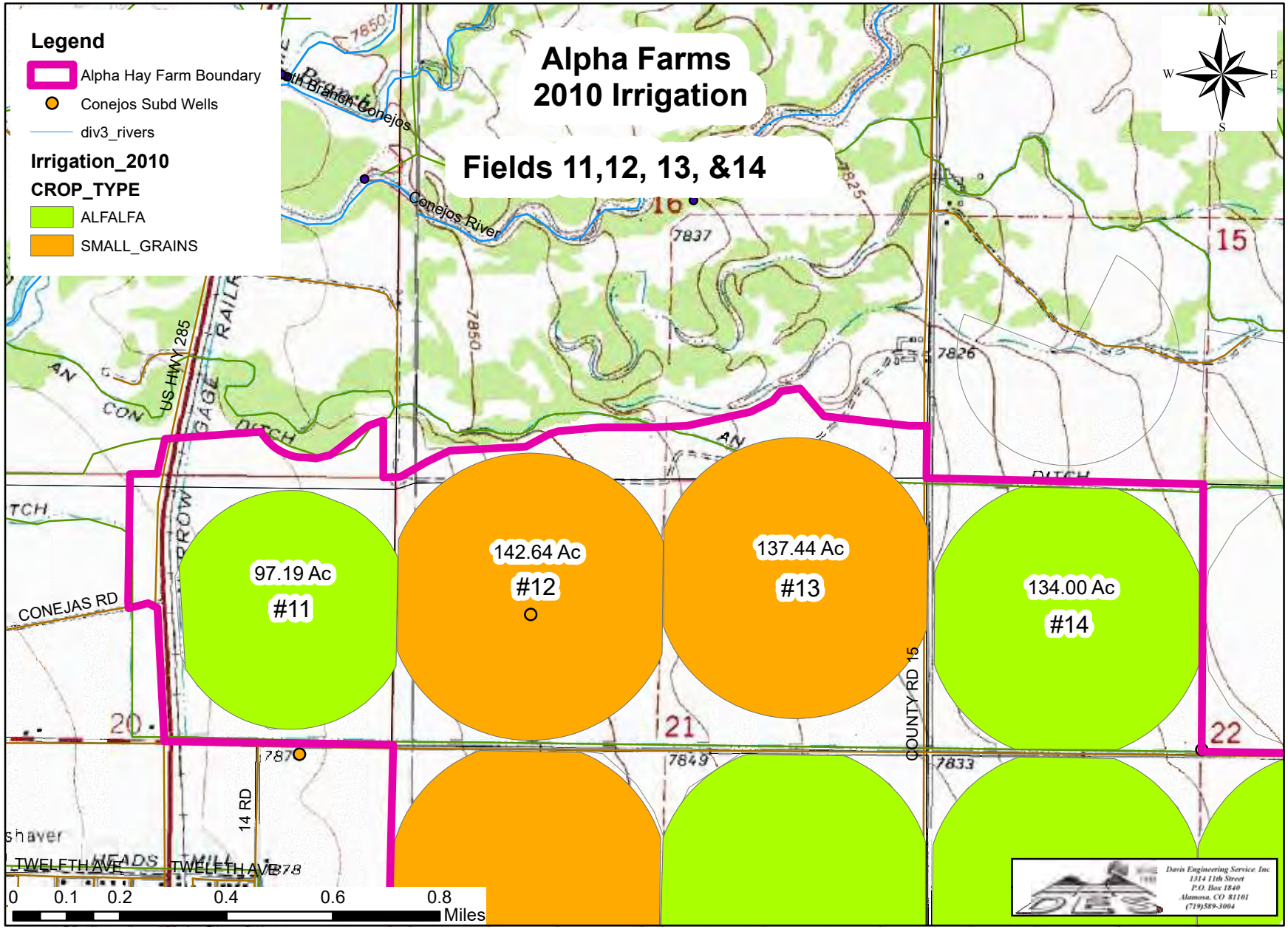
SCALE 1" = 1200'

DATE 4/6/2022

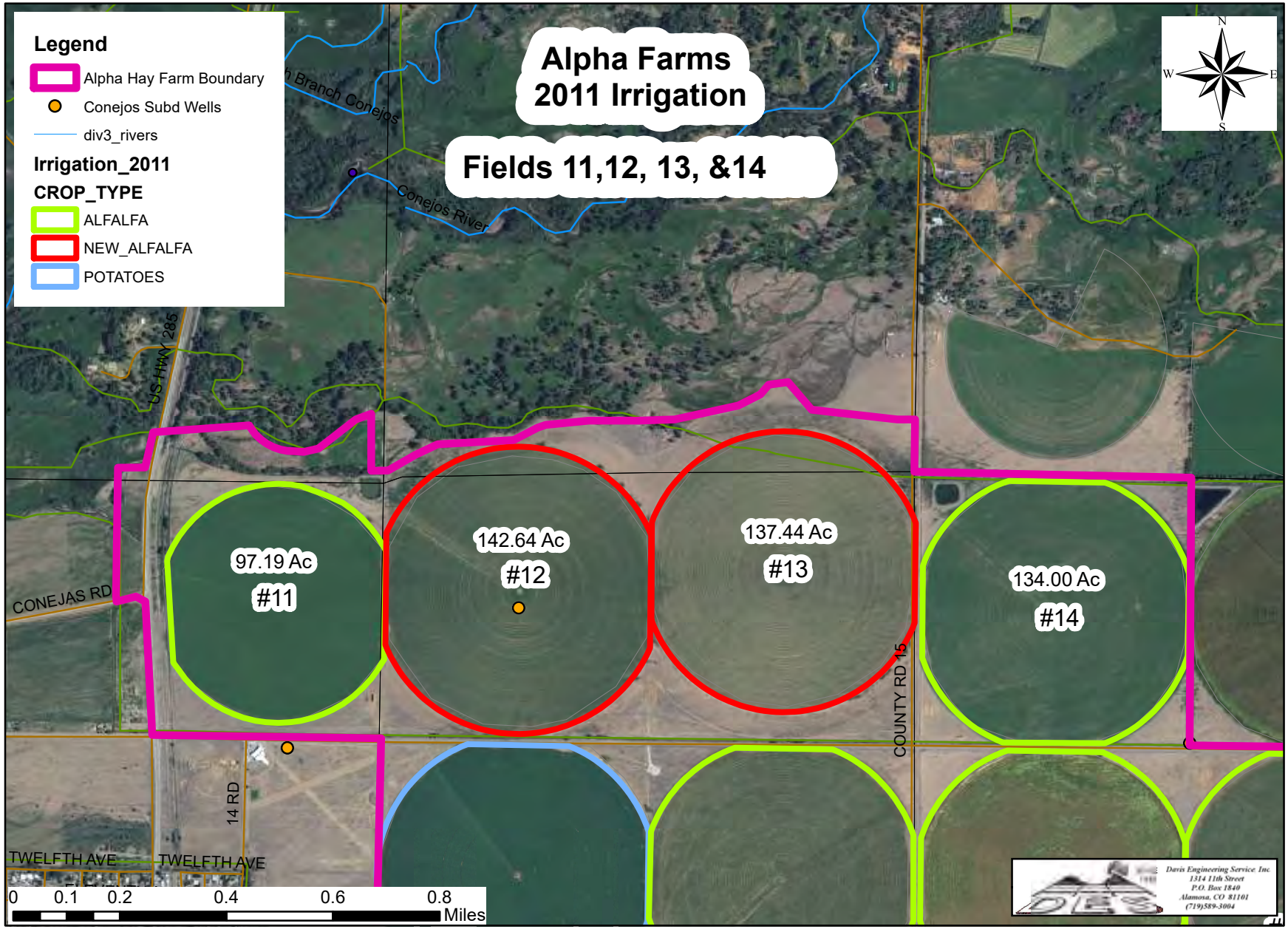
PROJECT NO. E02075



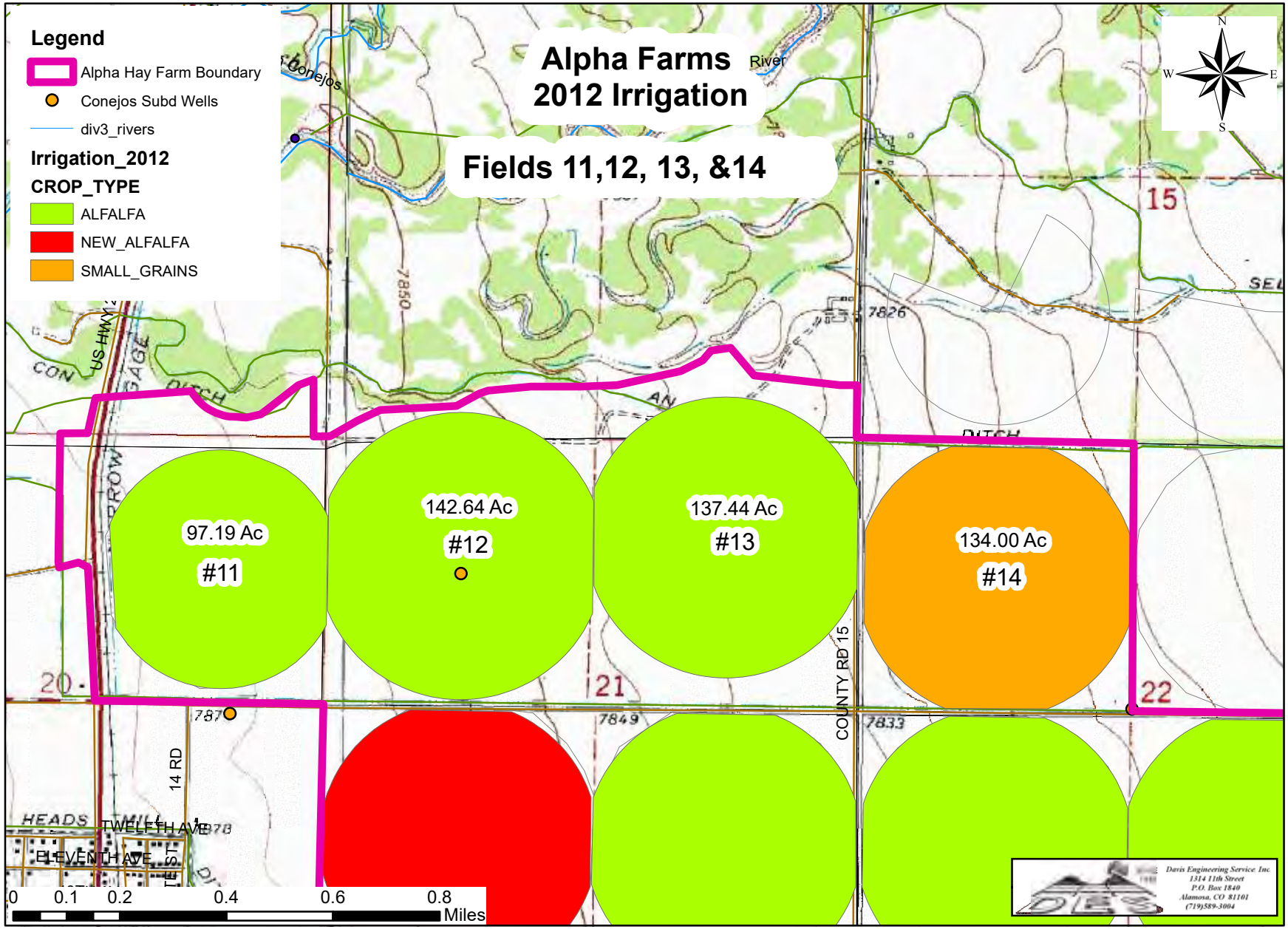
Draft Prepared April 5, 2022



Draft Prepared April 5, 2022



Draft Prepared April 5, 2022



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ALPHA FARMS
2013 IRRIGATION FIELDS
11,12, 13, &14

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ALAMOSA, COLORADO 81101
PHONE: (719) 589-3004
FAX: (719) 589-3712

Conejos Subdistrict

Alpha Farms HCU (DRAFT)

DESIGNED	
DRAWN	JAM
CHECKED	CMP
APPROVED	
SHEET NO.	1 OF 1
SCALE	1" = 1200'
DATE	4/6/2022
PROJECT NO.	E02075

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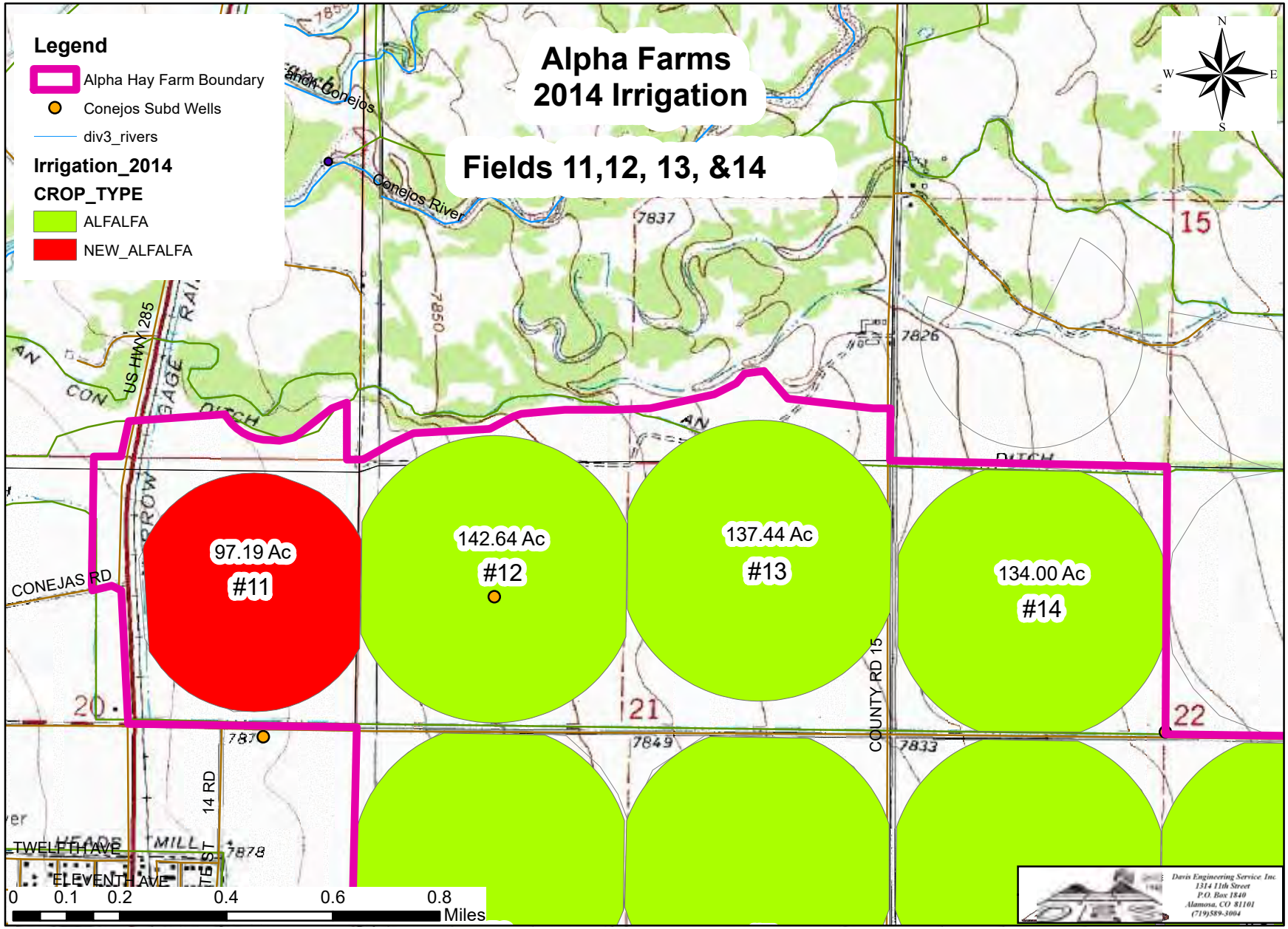
CLIENT: Conejos Subdistrict

REV.	DATE	BY	APVD.



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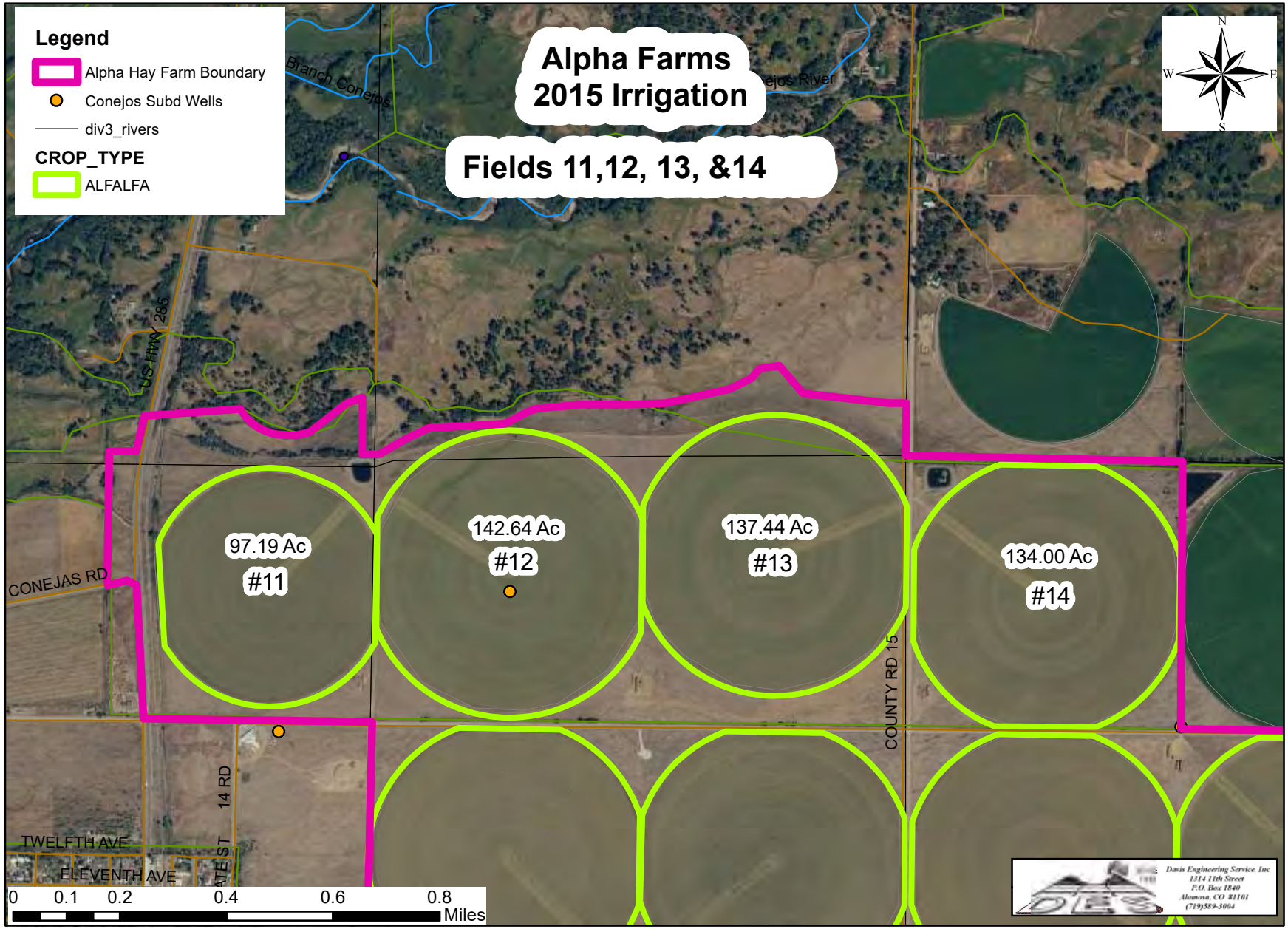

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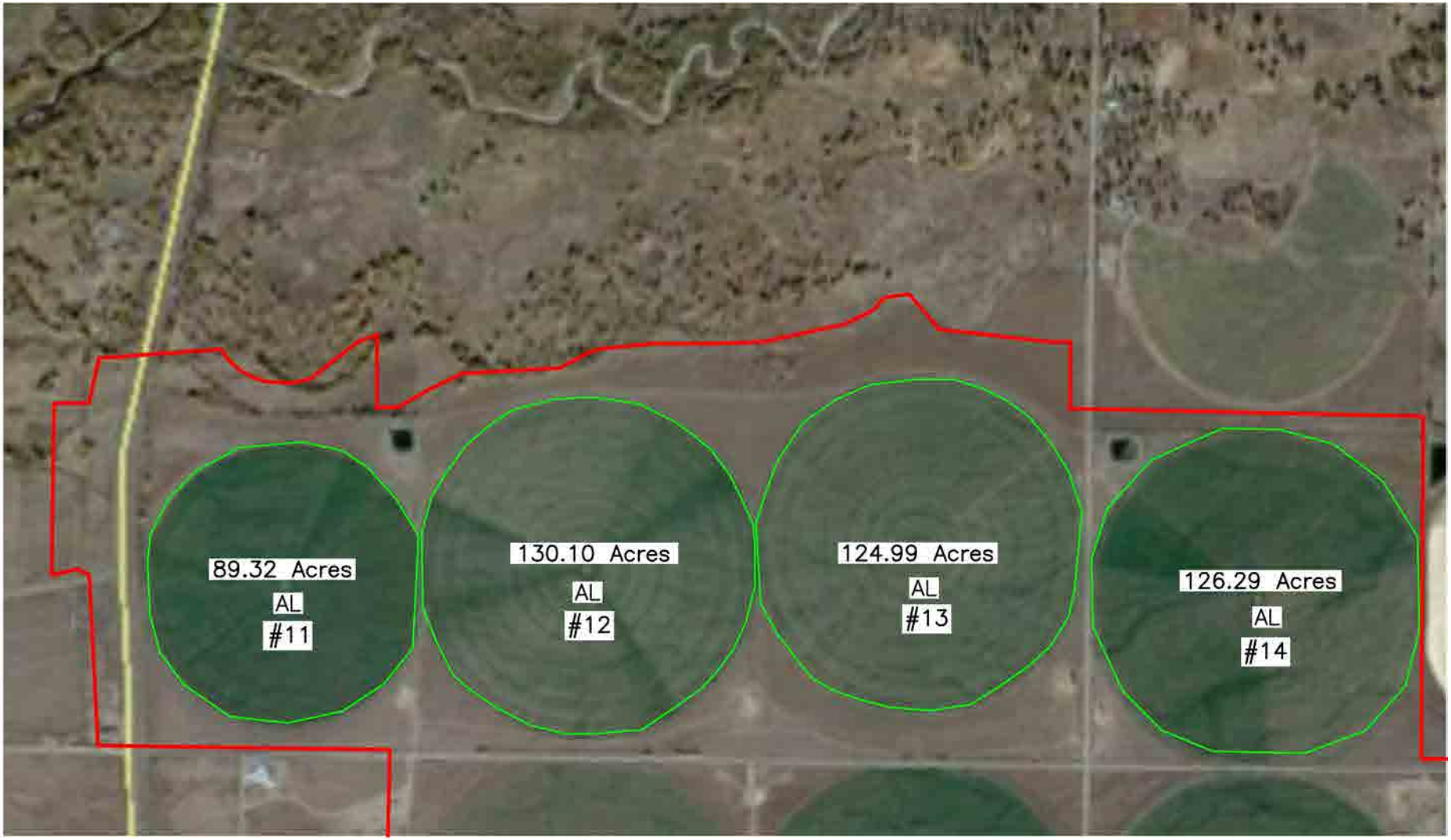
ALPHA FARMS
2016 IRRIGATION FIELDS
11,12, 13, &14



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Conejos Subdistrict

Alpha Farms HCU (DRAFT)

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APPROVED	
CLIENT	Conejos Subdistrict
SHEET NO.	1 OF 1
SCALE	1" = 1200'
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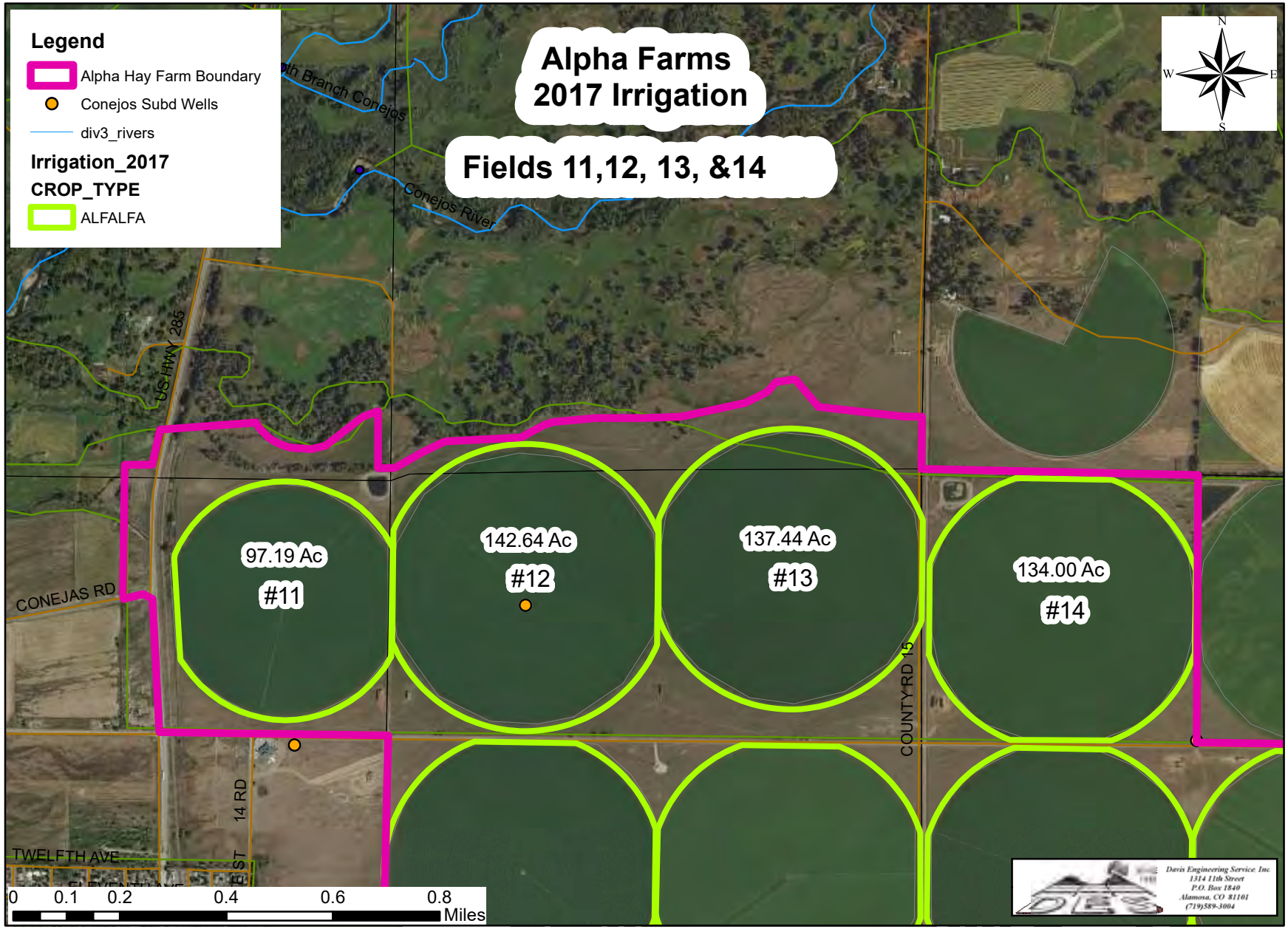
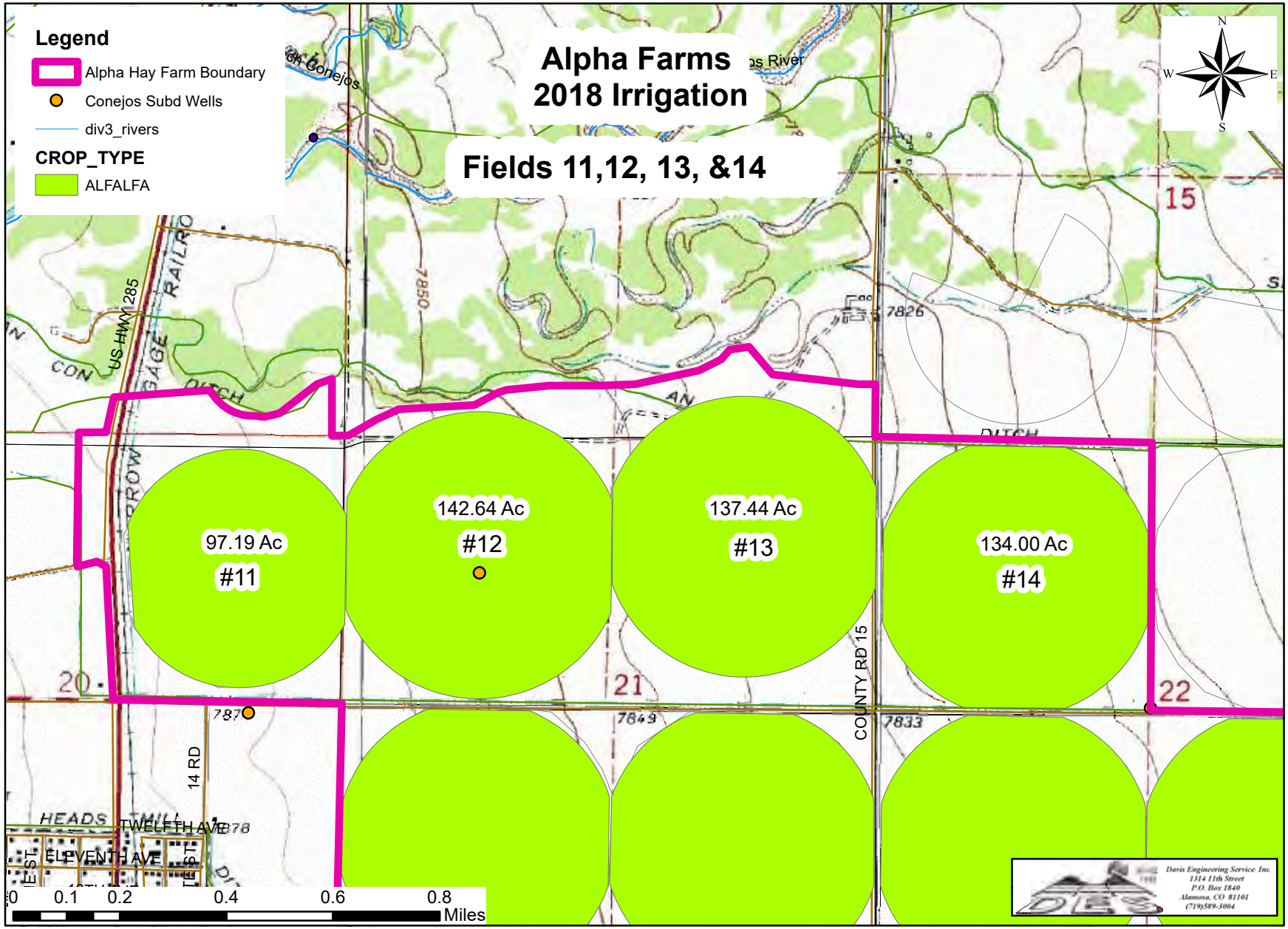
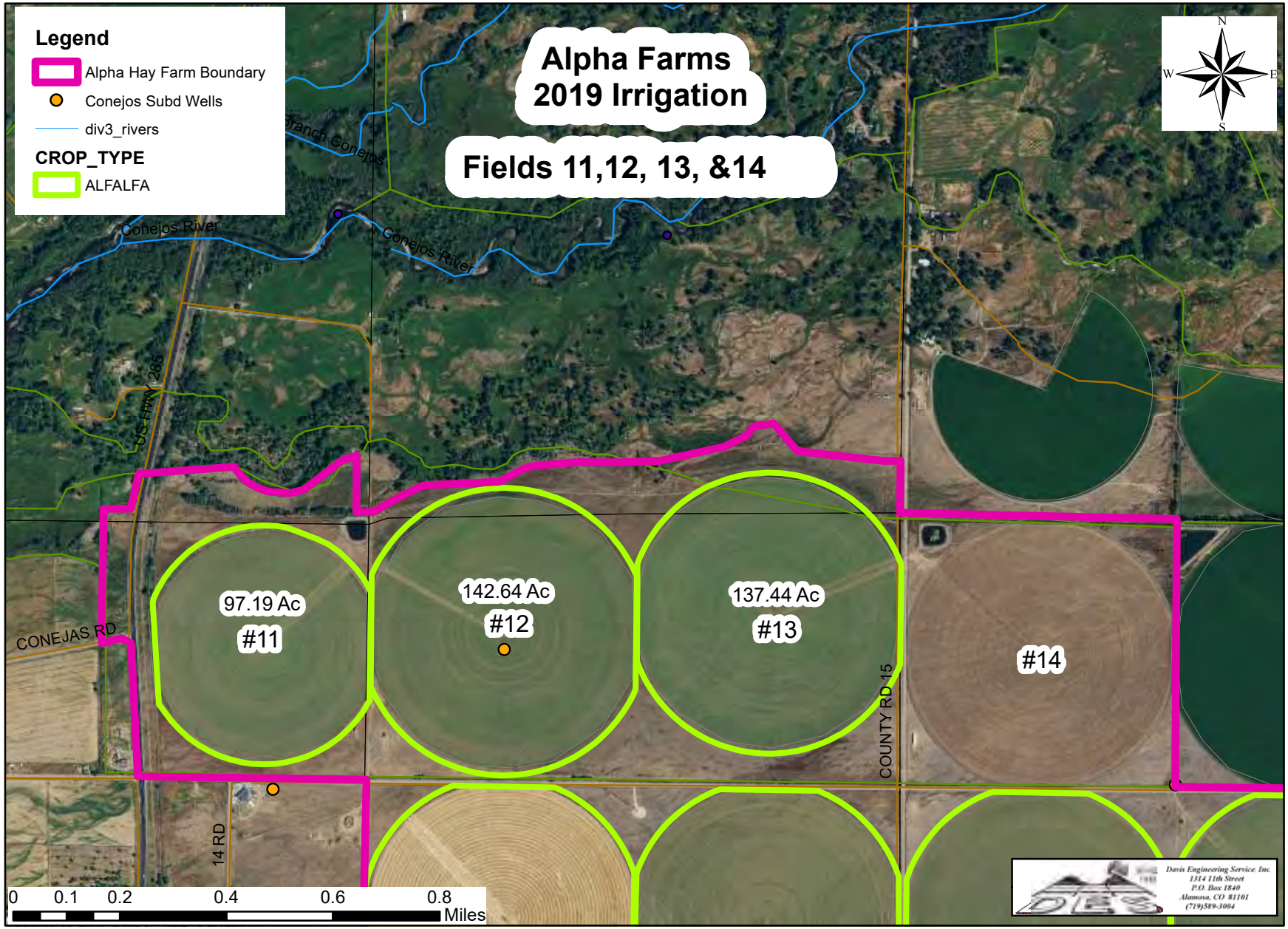
REV	DATE	BY	APVD



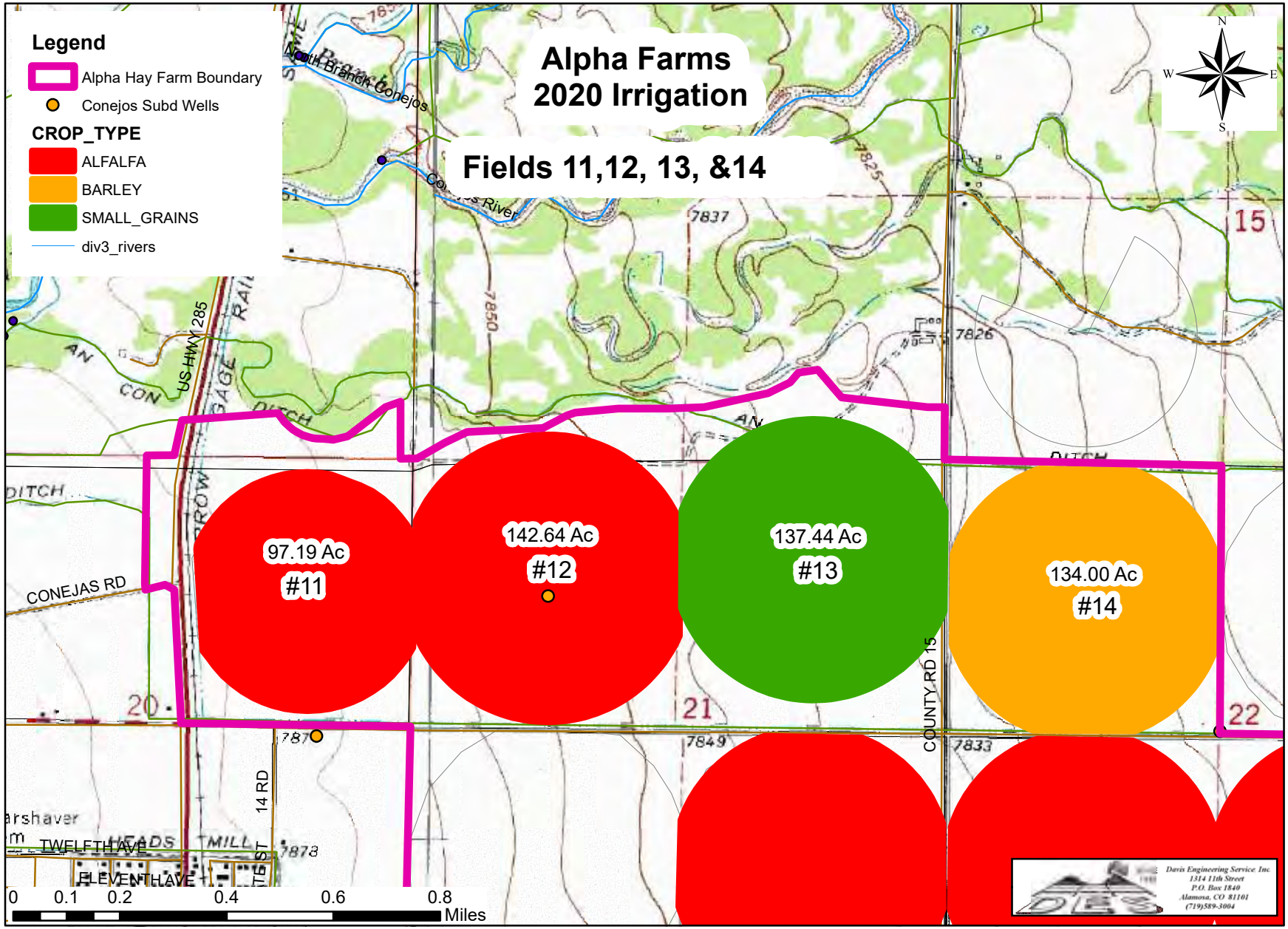
Draft Prepared April 5, 2022



Draft Prepared April 5, 2022



Draft Prepared April 5, 2022



Draft Prepared April 5, 2022

Attachment 5

State CU IWR

StateCU Blaney-Criddle Results									
Alfalfa Monthly IWR for Station: USC0005532 MANASSA									
Year	March (ft)	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total (ft)
1955	-	0.05	0.33	0.61	0.46	0.50	0.34	0.16	2.45
1956	-	0.09	0.52	0.77	0.49	0.48	0.38	0.13	2.86
1957	-	-	0.23	0.62	0.35	0.43	0.30	0.08	2.01
1958	-	0.03	0.45	0.66	0.54	0.52	0.33	0.07	2.60
1959	-	-	-	-	-	-	-	-	-
1960	-	0.08	0.41	0.58	0.48	0.56	0.29	0.04	2.44
1961	-	-	-	-	-	-	-	-	-
1962	-	-	-	-	-	-	-	-	-
1963	-	-	-	-	-	-	-	-	-
1964	-	-	-	-	-	-	-	-	-
1965	-	-	-	-	-	-	-	-	-
1966	-	0.09	0.51	0.56	0.52	0.39	0.34	0.09	2.49
1967	-	0.09	0.38	0.51	0.44	0.31	0.28	0.11	2.11
1968	-	-	-	-	-	-	-	-	-
1969	-	-	-	-	-	-	-	-	-
1970	-	-	-	-	-	-	-	-	-
1971	-	0.05	0.36	0.66	0.52	0.47	0.24	0.07	2.37
1972	-	0.11	0.40	0.68	0.56	0.48	0.30	0.10	2.63
1973	-	0.02	0.36	0.65	0.43	0.49	0.15	0.10	2.19
1974	-	-	-	-	-	-	-	-	-
1975	-	-	-	-	-	-	-	-	-
1976	-	0.07	0.41	0.61	0.49	0.42	0.29	0.06	2.34
1977	-	-	-	-	-	-	-	-	-
1978	-	-	-	-	-	-	-	-	-
1979	-	0.07	0.41	0.58	0.56	0.44	0.34	0.15	2.55
1980	-	0.04	0.35	0.72	0.57	0.53	0.34	0.09	2.63
1981	-	0.11	0.41	0.65	0.49	0.35	0.28	0.11	2.41
1982	-	0.06	0.33	0.56	0.53	0.44	0.17	0.09	2.17
1983	-	-	0.30	0.51	0.56	0.51	0.36	0.13	2.37
1984	-	0.06	0.54	0.58	0.52	0.37	0.30	0.03	2.40
1985	-	0.06	0.44	0.64	0.44	0.49	0.10	0.06	2.22
1986	-	0.04	0.36	0.58	0.42	0.37	0.20	0.04	2.01
1987	-	-	-	-	-	-	-	-	-
1988	-	0.08	0.37	0.64	0.51	0.50	0.24	0.17	2.50
1989	0.01	0.07	0.55	0.62	0.57	0.52	0.31	0.11	2.76
1990	-	0.06	0.35	0.74	0.47	0.46	0.23	0.12	2.42
1991	-	0.08	0.44	0.63	0.51	0.43	0.29	0.10	2.48
1992	-	0.11	0.49	0.58	0.46	0.29	0.31	0.15	2.39
1993	-	0.08	0.51	0.65	0.60	0.32	0.26	0.08	2.49
1994	-	0.09	0.40	0.74	0.52	0.48	0.23	0.07	2.54
1995	-	0.04	0.32	0.55	0.50	0.55	0.23	0.14	2.33
1996	-	0.11	0.66	0.65	0.51	0.52	0.22	0.08	2.75
1997	-	0.06	0.45	0.61	0.55	0.51	0.24	0.12	2.54
1998	-	0.06	0.54	0.68	0.50	0.52	0.33	0.03	2.66
1999	-	-	0.33	0.63	0.56	0.32	0.26	0.14	2.24
2000	-	0.04	0.62	0.68	0.54	0.51	0.36	0.09	2.83
2001	-	0.09	0.48	0.72	0.55	0.46	0.36	0.18	2.84
2002	-	0.11	0.56	0.80	0.62	0.53	0.19	0.10	2.90
2003	-	0.10	0.58	0.61	0.66	0.55	0.23	0.20	2.92

2004	-	0.00	0.59	0.65	0.51	0.54	0.30	0.09	2.67
2005	-	0.08	0.51	0.68	0.62	0.46	0.33	0.09	2.77
2006	-	-	-	-	-	-	-	-	-
2007	-	0.09	0.43	0.67	0.46	0.59	0.24	0.17	2.64
2008	-	0.09	0.44	0.67	0.49	0.46	0.31	0.13	2.60
2009	-	0.05	0.57	0.54	0.57	0.48	0.26	0.04	2.50
2010	-	0.08	0.49	0.77	0.51	0.56	0.36	0.15	2.91
2011	-	0.09	0.45	0.76	0.64	0.59	3.16/12	0.12	2.64
2012	0.01	0.07	0.48	0.84	0.59	0.53	0.25	0.16	2.92
2013	-	0.09	0.51	0.78	0.54	0.50	0.17	0.09	2.68
2014	-	0.09	0.46	0.71	0.51	0.49	0.38	0.15	2.79
2015	-	-	-	-	-	-	-	-	-
2016	-	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-
2020	-	0.11	0.54	0.66	0.49	0.54	0.24	0.16	2.72
2021	-	0.07	0.35	0.65	0.55	0.51	0.35	0.07	2.55

StateCU Blaney-Criddle Results				
Alfalfa Yearly Summary for Station: USC0005532 MANASSA				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Manassa San Luis Valley	2.83	0.38	2.45
1956	Manassa San Luis Valley	3.06	0.21	2.86
1957	Manassa San Luis Valley	2.54	0.53	2.01
1958	Manassa San Luis Valley	2.89	0.30	2.60
1959	Manassa San Luis Valley	-	-	-
1960	Manassa San Luis Valley	2.82	0.38	2.44
1961	Manassa San Luis Valley	-	-	-
1962	Manassa San Luis Valley	-	-	-
1963	Manassa San Luis Valley	-	-	-
1964	Manassa San Luis Valley	-	-	-
1965	Manassa San Luis Valley	-	-	-
1966	Manassa San Luis Valley	2.96	0.47	2.49
1967	Manassa San Luis Valley	2.76	0.65	2.11
1968	Manassa San Luis Valley	-	-	-
1969	Manassa San Luis Valley	-	-	-
1970	Manassa San Luis Valley	-	-	-
1971	Manassa San Luis Valley	2.69	0.32	2.37
1972	Manassa San Luis Valley	2.98	0.35	2.63
1973	Manassa San Luis Valley	2.68	0.50	2.19
1974	Manassa San Luis Valley	-	-	-
1975	Manassa San Luis Valley	-	-	-
1976	Manassa San Luis Valley	2.66	0.31	2.34
1977	Manassa San Luis Valley	-	-	-
1978	Manassa San Luis Valley	-	-	-
1979	Manassa San Luis Valley	2.87	0.33	2.55
1980	Manassa San Luis Valley	2.89	0.26	2.63
1981	Manassa San Luis Valley	2.99	0.58	2.41
1982	Manassa San Luis Valley	2.67	0.50	2.17
1983	Manassa San Luis Valley	2.65	0.29	2.37
1984	Manassa San Luis Valley	2.83	0.43	2.40
1985	Manassa San Luis Valley	2.81	0.59	2.22
1986	Manassa San Luis Valley	2.67	0.65	2.01
1987	Manassa San Luis Valley	-	-	-
1988	Manassa San Luis Valley	2.94	0.43	2.50
1989	Manassa San Luis Valley	2.97	0.22	2.76
1990	Manassa San Luis Valley	2.96	0.55	2.42
1991	Manassa San Luis Valley	2.81	0.33	2.48
1992	Manassa San Luis Valley	2.82	0.43	2.39
1993	Manassa San Luis Valley	2.89	0.40	2.49
1994	Manassa San Luis Valley	3.08	0.54	2.54
1995	Manassa San Luis Valley	2.80	0.47	2.33
1996	Manassa San Luis Valley	3.17	0.42	2.75

1997	Manassa San Luis Valley	2.98	0.46	2.52
1998	Manassa San Luis Valley	3.11	0.45	2.66
1999	Manassa San Luis Valley	2.76	0.53	2.24
2000	Manassa San Luis Valley	3.32	0.49	2.83
2001	Manassa San Luis Valley	3.22	0.38	2.84
2002	Manassa San Luis Valley	3.28	0.38	2.90
2003	Manassa San Luis Valley	3.28	0.37	2.92
2004	Manassa San Luis Valley	2.94	0.27	2.67
2005	Manassa San Luis Valley	3.18	0.42	2.77
2006	Manassa San Luis Valley	-	-	-
2007	Manassa San Luis Valley	3.10	0.46	2.64
2008	Manassa San Luis Valley	2.96	0.36	2.60
2009	Manassa San Luis Valley	2.87	0.38	2.50
2010	Manassa San Luis Valley	3.19	0.28	2.91
2011	Manassa San Luis Valley	3.18	0.27	2.91
2012	Manassa San Luis Valley	3.31	0.40	2.92
2013	Manassa San Luis Valley	3.19	0.51	2.68
2014	Manassa San Luis Valley	3.11	0.32	2.79
2015	Manassa San Luis Valley	-	-	-
2016	Manassa San Luis Valley	-	-	-
2017	Manassa San Luis Valley	-	-	-
2018	Manassa San Luis Valley	-	-	-
2019	Manassa San Luis Valley	-	-	-
2020	Manassa San Luis Valley	3.03	0.31	2.72
2021	Manassa San Luis Valley	2.96	0.41	2.55

StateCU Blaney-Criddle Results									
Grass Pasture IWR Data for Station: USC0005532 MANASSA									
Year	March (ft)	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total
1955	-	0.05	0.15	0.52	0.44	0.40	0.38	0.24	2.17
1956	-	0.10	0.30	0.65	0.47	0.39	0.42	0.20	2.53
1957	-	-	0.10	0.53	0.33	0.34	0.33	0.14	1.77
1958	-	0.02	0.24	0.56	0.51	0.43	0.36	0.13	2.26
1959	-	-	-	-	-	-	-	-	-
1960	-	0.12	0.23	0.48	0.46	0.46	0.33	0.09	2.17
1961	-	-	-	-	-	-	-	-	-
1962	-	-	-	-	-	-	-	-	-
1963	-	-	-	-	-	-	-	-	-
1964	-	-	-	-	-	-	-	-	-
1965	-	-	-	-	-	-	-	-	-
1966	-	0.12	0.31	0.47	0.50	0.29	0.38	0.16	2.21
1967	-	0.13	0.20	0.43	0.41	0.22	0.31	0.19	1.89
1968	-	-	-	-	-	-	-	-	-
1969	-	-	-	-	-	-	-	-	-
1970	-	-	-	-	-	-	-	-	-
1971	-	0.05	0.20	0.56	0.49	0.38	0.27	0.12	2.07
1972	-	0.18	0.22	0.58	0.53	0.39	0.34	0.20	2.44
1973	-	0.01	0.18	0.55	0.41	0.40	0.18	0.17	1.90
1974	-	-	-	-	-	-	-	-	-
1975	-	-	-	-	-	-	-	-	-
1976	-	0.08	0.23	0.51	0.46	0.33	0.32	0.09	2.03
1977	-	-	-	-	-	-	-	-	-
1978	-	-	-	-	-	-	-	-	-
1979	-	0.08	0.23	0.48	0.53	0.35	0.37	0.24	2.29
1980	-	0.03	0.18	0.61	0.54	0.43	0.38	0.14	2.31
1981	-	0.28	0.23	0.54	0.46	0.27	0.31	0.19	2.27
1982	-	0.05	0.16	0.47	0.51	0.35	0.20	0.14	1.88
1983	-	0.00	0.17	0.43	0.54	0.42	0.40	0.20	2.14
1984	-	0.05	0.32	0.49	0.49	0.28	0.34	0.07	2.04
1985	-	0.11	0.25	0.54	0.42	0.39	0.13	0.13	1.97
1986	-	0.09	0.19	0.48	0.40	0.28	0.23	0.09	1.76
1987	-	-	-	-	-	-	-	-	-
1988	-	0.11	0.19	0.54	0.48	0.40	0.27	0.26	2.26
1989	0.03	0.33	0.33	0.52	0.55	0.43	0.34	0.18	2.71
1990	-	0.15	0.16	0.62	0.45	0.38	0.26	0.20	2.23
1991	-	0.07	0.25	0.54	0.49	0.34	0.32	0.18	2.18
1992	-	0.25	0.29	0.49	0.44	0.20	0.34	0.24	2.24
1993	-	0.10	0.30	0.55	0.57	0.23	0.29	0.13	2.17
1994	-	0.16	0.19	0.63	0.49	0.38	0.27	0.14	2.26
1995	-	0.03	0.15	0.46	0.47	0.45	0.27	0.22	2.05
1996	-	0.14	0.40	0.54	0.49	0.43	0.26	0.14	2.40
1997	-	0.05	0.24	0.51	0.53	0.41	0.28	0.21	2.23
1998	-	0.06	0.33	0.58	0.47	0.43	0.37	0.13	2.36
1999	-	-	0.17	0.53	0.53	0.23	0.30	0.23	1.98
2000	-	0.25	0.37	0.57	0.51	0.41	0.40	0.19	2.69
2001	-	0.27	0.25	0.60	0.52	0.37	0.40	0.28	2.68
2002	-	0.34	0.34	0.68	0.59	0.43	0.22	0.17	2.78

2003	-	0.23	0.34	0.51	0.63	0.45	0.27	0.32	2.75
2004	-	0.11	0.36	0.54	0.49	0.45	0.34	0.16	2.45
2005	-	0.15	0.29	0.57	0.60	0.37	0.37	0.19	2.54
2006	-	-	-	-	-	-	-	-	-
2007	-	0.21	0.24	0.57	0.43	0.48	0.28	0.26	2.47
2008	-	0.12	0.25	0.57	0.46	0.36	0.35	0.22	2.33
2009	-	0.06	0.34	0.44	0.54	0.39	0.29	0.09	2.16
2010	-	0.13	0.30	0.66	0.48	0.45	0.40	0.24	2.65
2011	-	0.24	0.27	0.65	0.61	0.48	0.30	0.20	2.74
2012	0.04	0.34	0.25	0.71	0.56	0.43	0.28	0.26	2.88
2013	-	0.14	0.33	0.67	0.52	0.40	0.21	0.16	2.42
2014	-	0.14	0.27	0.60	0.48	0.40	0.42	0.26	2.58
2015	-	-	-	-	-	-	-	-	-
2016	-	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-
2020	-	0.14	0.32	0.56	0.46	0.44	0.27	0.24	2.43
2021	-	0.08	0.17	0.54	0.52	0.41	0.39	0.12	2.23

StateCU Blaney-Criddle Results				
Grass Pasture Yearly Summary for Station: USC0005532 MANASSA				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Manassa San Luis Valley	2.55	0.38	2.17
1956	Manassa San Luis Valley	2.73	0.21	2.53
1957	Manassa San Luis Valley	2.29	0.53	1.77
1958	Manassa San Luis Valley	2.56	0.30	2.26
1959	Manassa San Luis Valley	-	-	-
1960	Manassa San Luis Valley	2.54	0.38	2.17
1961	Manassa San Luis Valley	-	-	-
1962	Manassa San Luis Valley	-	-	-
1963	Manassa San Luis Valley	-	-	-
1964	Manassa San Luis Valley	-	-	-
1965	Manassa San Luis Valley	-	-	-
1966	Manassa San Luis Valley	2.68	0.47	2.21
1967	Manassa San Luis Valley	2.54	0.65	1.89
1968	Manassa San Luis Valley	-	-	-
1969	Manassa San Luis Valley	-	-	-
1970	Manassa San Luis Valley	-	-	-
1971	Manassa San Luis Valley	2.39	0.32	2.07
1972	Manassa San Luis Valley	2.79	0.35	2.44
1973	Manassa San Luis Valley	2.40	0.50	1.90
1974	Manassa San Luis Valley	-	-	-
1975	Manassa San Luis Valley	-	-	-
1976	Manassa San Luis Valley	2.35	0.31	2.04
1977	Manassa San Luis Valley	-	-	-
1978	Manassa San Luis Valley	-	-	-
1979	Manassa San Luis Valley	2.62	0.33	2.29
1980	Manassa San Luis Valley	2.57	0.26	2.31
1981	Manassa San Luis Valley	2.85	0.58	2.27
1982	Manassa San Luis Valley	2.38	0.50	1.88
1983	Manassa San Luis Valley	2.43	0.29	2.14
1984	Manassa San Luis Valley	2.48	0.43	2.04
1985	Manassa San Luis Valley	2.56	0.59	1.97
1986	Manassa San Luis Valley	2.41	0.65	1.76
1987	Manassa San Luis Valley	-	-	-
1988	Manassa San Luis Valley	2.69	0.43	2.25
1989	Manassa San Luis Valley	2.92	0.22	2.70
1990	Manassa San Luis Valley	2.77	0.55	2.23
1991	Manassa San Luis Valley	2.52	0.33	2.19
1992	Manassa San Luis Valley	2.67	0.43	2.24
1993	Manassa San Luis Valley	2.57	0.40	2.17
1994	Manassa San Luis Valley	2.81	0.54	2.26
1995	Manassa San Luis Valley	2.52	0.47	2.05
1996	Manassa San Luis Valley	2.82	0.42	2.40

1997	Manassa San Luis Valley	2.69	0.46	2.23
1998	Manassa San Luis Valley	2.81	0.45	2.36
1999	Manassa San Luis Valley	2.51	0.53	1.98
2000	Manassa San Luis Valley	3.18	0.49	2.69
2001	Manassa San Luis Valley	3.07	0.38	2.69
2002	Manassa San Luis Valley	3.16	0.38	2.78
2003	Manassa San Luis Valley	3.12	0.37	2.75
2004	Manassa San Luis Valley	2.75	0.30	2.45
2005	Manassa San Luis Valley	2.96	0.42	2.54
2006	Manassa San Luis Valley	-	-	-
2007	Manassa San Luis Valley	2.93	0.46	2.47
2008	Manassa San Luis Valley	2.69	0.36	2.33
2009	Manassa San Luis Valley	2.54	0.38	2.16
2010	Manassa San Luis Valley	2.93	0.28	2.65
2011	Manassa San Luis Valley	3.01	0.27	2.74
2012	Manassa San Luis Valley	3.27	0.40	2.88
2013	Manassa San Luis Valley	2.90	0.51	2.39
2014	Manassa San Luis Valley	2.90	0.32	2.58
2015	Manassa San Luis Valley	-	-	-
2016	Manassa San Luis Valley	-	-	-
2017	Manassa San Luis Valley	-	-	-
2018	Manassa San Luis Valley	-	-	-
2019	Manassa San Luis Valley	-	-	-
2020	Manassa San Luis Valley	2.74	0.31	2.43
2021	Manassa San Luis Valley	2.64	0.41	2.23

StateCU Blaney-Criddle Results								
New Alfalfa IWR Data for Station: USC0005532 MANASSA								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total (ft)
1955	-	-	0.31	0.46	0.50	0.34	0.16	1.76
1956	-	-	0.36	0.49	0.48	0.38	0.13	1.84
1957	-	-	0.30	0.35	0.43	0.30	0.08	1.47
1958	-	-	0.31	0.54	0.52	0.33	0.07	1.77
1959	-	-	-	-	-	-	-	-
1960	-	-	0.28	0.48	0.56	0.29	0.04	1.65
1961	-	-	-	-	-	-	-	-
1962	-	-	-	-	-	-	-	-
1963	-	-	-	-	-	-	-	-
1964	-	-	-	-	-	-	-	-
1965	-	-	-	-	-	-	-	-
1966	-	-	0.29	0.52	0.39	0.34	0.09	1.62
1967	-	-	0.26	0.44	0.31	0.28	0.11	1.39
1968	-	-	-	-	-	-	-	-
1969	-	-	-	-	-	-	-	-
1970	-	-	-	-	-	-	-	-
1971	-	-	0.32	0.52	0.47	0.24	0.07	1.62
1972	-	-	0.33	0.56	0.48	0.30	0.10	1.78
1973	-	-	0.31	0.43	0.49	0.15	0.10	1.48
1974	-	-	-	-	-	-	-	-
1975	-	-	-	-	-	-	-	-
1976	-	-	0.30	0.49	0.42	0.29	0.06	1.56
1977	-	-	-	-	-	-	-	-
1978	-	-	-	-	-	-	-	-
1979	-	-	0.29	0.56	0.44	0.34	0.15	1.77
1980	-	-	0.35	0.57	0.53	0.34	0.09	1.87
1981	-	-	0.31	0.49	0.35	0.28	0.11	1.54
1982	-	-	0.28	0.53	0.44	0.17	0.09	1.51
1983	-	-	0.26	0.56	0.51	0.36	0.13	1.82
1984	-	-	0.29	0.52	0.37	0.30	0.03	1.51
1985	-	-	0.31	0.44	0.49	0.10	0.06	1.39
1986	-	-	0.28	0.42	0.37	0.20	0.04	1.31
1987	-	-	-	-	-	-	-	-
1988	-	-	0.30	0.51	0.50	0.24	0.17	1.72
1989	-	-	0.31	0.57	0.52	0.31	0.11	1.82
1990	-	-	0.34	0.47	0.46	0.23	0.12	1.62
1991	-	-	0.31	0.51	0.43	0.29	0.10	1.64
1992	-	-	0.28	0.46	0.29	0.31	0.15	1.49
1993	-	-	0.32	0.60	0.32	0.26	0.08	1.57
1994	-	-	0.35	0.52	0.48	0.23	0.07	1.66
1995	-	-	0.27	0.50	0.55	0.23	0.14	1.69
1996	-	-	0.32	0.51	0.52	0.22	0.08	1.65
1997	-	-	0.29	0.55	0.51	0.24	0.12	1.71

1998	-	-	0.34	0.50	0.52	0.33	0.03	1.72
1999	-	-	0.32	0.56	0.32	0.26	0.14	1.60
2000	-	-	0.33	0.54	0.51	0.36	0.09	1.83
2001	-	-	0.35	0.55	0.46	0.36	0.18	1.90
2002	-	-	0.38	0.62	0.53	0.19	0.10	1.82
2003	-	-	0.32	0.66	0.55	0.23	0.20	1.96
2004	-	-	0.30	0.51	0.54	0.30	0.09	1.74
2005	-	-	0.34	0.62	0.46	0.33	0.09	1.84
2006	-	-	-	-	-	-	-	-
2007	-	-	0.33	0.46	0.59	0.24	0.17	1.78
2008	-	-	0.33	0.49	0.46	0.31	0.13	1.73
2009	-	-	0.27	0.57	0.48	0.26	0.04	1.61
2010	-	-	0.37	0.51	0.56	0.36	0.15	1.94
2011	-	-	0.37	0.64	0.59	0.26	0.12	1.98
2012	-	-	0.39	0.59	0.53	0.25	0.16	1.92
2013	-	-	0.38	0.54	0.50	0.17	0.09	1.68
2014	-	-	0.35	0.51	0.49	0.38	0.15	1.88
2015	-	-	-	-	-	-	-	-
2016	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-
2020	-	-	0.32	0.49	0.54	0.24	0.16	1.74
2021	-	-	0.31	0.55	0.51	0.35	0.07	1.80

StateCU Blaney-Criddle Results				
New Alfalfa Yearly Summary for Station: USC0005532 MANASSA				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Manassa San Luis Valley	2.00	0.24	1.76
1956	Manassa San Luis Valley	1.99	0.15	1.84
1957	Manassa San Luis Valley	1.85	0.38	1.47
1958	Manassa San Luis Valley	1.95	0.18	1.77
1959	Manassa San Luis Valley	-	-	-
1960	Manassa San Luis Valley	1.91	0.26	1.65
1961	Manassa San Luis Valley	-	-	-
1962	Manassa San Luis Valley	-	-	-
1963	Manassa San Luis Valley	-	-	-
1964	Manassa San Luis Valley	-	-	-
1965	Manassa San Luis Valley	-	-	-
1966	Manassa San Luis Valley	2.04	0.42	1.62
1967	Manassa San Luis Valley	1.93	0.54	1.39
1968	Manassa San Luis Valley	-	-	-
1969	Manassa San Luis Valley	-	-	-
1970	Manassa San Luis Valley	-	-	-
1971	Manassa San Luis Valley	1.89	0.27	1.62
1972	Manassa San Luis Valley	2.07	0.29	1.78
1973	Manassa San Luis Valley	1.88	0.40	1.48
1974	Manassa San Luis Valley	-	-	-
1975	Manassa San Luis Valley	-	-	-
1976	Manassa San Luis Valley	1.79	0.24	1.56
1977	Manassa San Luis Valley	-	-	-
1978	Manassa San Luis Valley	-	-	-
1979	Manassa San Luis Valley	2.01	0.24	1.77
1980	Manassa San Luis Valley	2.04	0.18	1.87
1981	Manassa San Luis Valley	2.01	0.47	1.54
1982	Manassa San Luis Valley	1.89	0.38	1.51
1983	Manassa San Luis Valley	2.02	0.20	1.82
1984	Manassa San Luis Valley	1.91	0.39	1.51
1985	Manassa San Luis Valley	1.90	0.50	1.39
1986	Manassa San Luis Valley	1.79	0.48	1.31
1987	Manassa San Luis Valley	-	-	-
1988	Manassa San Luis Valley	2.01	0.29	1.72
1989	Manassa San Luis Valley	2.01	0.19	1.82
1990	Manassa San Luis Valley	1.99	0.38	1.62
1991	Manassa San Luis Valley	1.92	0.28	1.64
1992	Manassa San Luis Valley	1.86	0.38	1.49
1993	Manassa San Luis Valley	1.92	0.35	1.57
1994	Manassa San Luis Valley	2.02	0.37	1.66
1995	Manassa San Luis Valley	2.00	0.30	1.69
1996	Manassa San Luis Valley	2.03	0.38	1.65

1997	Manassa San Luis Valley	2.05	0.34	1.71
1998	Manassa San Luis Valley	2.16	0.44	1.72
1999	Manassa San Luis Valley	2.02	0.42	1.60
2000	Manassa San Luis Valley	2.20	0.37	1.83
2001	Manassa San Luis Valley	2.14	0.24	1.90
2002	Manassa San Luis Valley	2.19	0.37	1.82
2003	Manassa San Luis Valley	2.28	0.32	1.96
2004	Manassa San Luis Valley	1.89	0.15	1.74
2005	Manassa San Luis Valley	2.16	0.32	1.84
2006	Manassa San Luis Valley	-	-	-
2007	Manassa San Luis Valley	2.15	0.37	1.78
2008	Manassa San Luis Valley	2.04	0.31	1.72
2009	Manassa San Luis Valley	1.89	0.28	1.61
2010	Manassa San Luis Valley	2.20	0.26	1.94
2011	Manassa San Luis Valley	2.22	0.24	1.99
2012	Manassa San Luis Valley	2.20	0.28	1.92
2013	Manassa San Luis Valley	2.17	0.49	1.68
2014	Manassa San Luis Valley	2.15	0.27	1.88
2015	Manassa San Luis Valley	-	-	-
2016	Manassa San Luis Valley	-	-	-
2017	Manassa San Luis Valley	-	-	-
2018	Manassa San Luis Valley	-	-	-
2019	Manassa San Luis Valley	-	-	-
2020	Manassa San Luis Valley	2.02	0.24	1.78
2021	Manassa San Luis Valley	2.03	0.24	1.80

StateCU Blaney-Criddle Results								
Small Grains IWR								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total (ft)
1955	0.00	0.04	0.49	0.52	0.34	0.01	-	1.38
1956	-	-	-	-	-	-	-	-
1957	-	0.00	0.42	0.53	0.32	0.06	-	1.33
1958	0.00	0.11	0.51	0.59	0.37	0.01	-	1.59
1959	-	-	-	-	-	-	-	-
1960	0.01	0.15	0.50	0.46	0.31	-	-	1.43
1961	-	-	-	-	-	-	-	-
1962	-	-	-	-	-	-	-	-
1963	-	-	-	-	-	-	-	-
1964	-	-	-	-	-	-	-	-
1965	-	-	-	-	-	-	-	-
1966	-	-	-	-	-	-	-	-
1967	-	-	-	-	-	-	-	-
1968	-	-	-	-	-	-	-	-
1969	-	-	-	-	-	-	-	-
1970	-	-	-	-	-	-	-	-
1971	-	0.09	0.50	0.60	0.32	0.00	-	1.50
1972	-	-	-	-	-	-	-	-
1973	-	0.06	0.49	0.48	0.33	0.00	-	1.36
1974	-	-	-	-	-	-	-	-
1975	-	-	-	-	-	-	-	-
1976	-	-	-	-	-	-	-	-
1977	-	-	-	-	-	-	-	-
1978	-	-	-	-	-	-	-	-
1979	-	-	-	-	-	-	-	-
1980	-	0.06	0.55	0.68	0.38	0.01	-	1.69
1981	0.07	0.24	0.64	0.42	0.00	-	-	1.36
1982	-	0.04	0.42	0.61	0.30	0.00	-	1.37
1983	-	-	-	-	-	-	-	-
1984	-	-	-	-	-	-	-	-
1985	-	-	-	-	-	-	-	-
1986	-	-	-	-	-	-	-	-
1987	-	-	-	-	-	-	-	-
1988	-	-	-	-	-	-	-	-
1989	-	-	-	-	-	-	-	-
1990	-	-	-	-	-	-	-	-
1991	-	-	-	-	-	-	-	-
1992	-	-	-	-	-	-	-	-
1993	-	-	-	-	-	-	-	-
1994	-	-	-	-	-	-	-	-
1995	-	-	-	-	-	-	-	-
1996	-	-	-	-	-	-	-	-
1997	-	-	-	-	-	-	-	-
1998	-	-	-	-	-	-	-	-
1999	-	-	-	-	-	-	-	-
2000	0.02	0.39	0.66	0.46	0.03	0.00	-	1.57
2001	-	-	-	-	-	-	-	-
2002	0.09	0.37	0.76	0.54	0.04	-	-	1.80

2003	-	-	-	-	-	-	-	-
2004	-	-	-	-	-	-	-	-
2005	-	-	-	-	-	-	-	-
2006	-	-	-	-	-	-	-	-
2007	0.03	0.23	0.64	0.41	0.16	-	-	1.47
2008	0.02	0.17	0.59	0.46	0.21	-	-	1.45
2009	0.00	0.25	0.46	0.54	0.24	-	-	1.49
2010	-	-	-	-	-	-	-	-
2011	0.03	0.24	0.72	0.59	0.17	-	-	1.75
2012	0.09	0.29	0.79	0.51	0.03	-	-	1.71
2013	0.02	0.25	0.71	0.50	0.16	-	-	1.64
2014	0.02	0.21	0.64	0.47	0.19	-	-	1.52
2015	-	-	-	-	-	-	-	-
2016	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-
2020	0.03	0.25	0.60	0.45	0.21	-	-	1.52
2021	0.01	0.05	0.51	0.57	0.32	0.00	-	1.46

StateCU Blaney-Criddle Results				
Small Grains				
Year	**Climate Station Used**	**Evapotranspiration (ft)**	**Precipitation (ft)**	**Irrigation Water Requirement (ft)**
1955	Manassa San Luis Valley	1.75	0.36	1.38
1956	Manassa San Luis Valley	-	-	-
1957	Manassa San Luis Valley	1.77	0.44	1.33
1958	Manassa San Luis Valley	1.80	0.21	1.59
1959	Manassa San Luis Valley	-	-	-
1960	Manassa San Luis Valley	1.67	0.25	1.43
1961	Manassa San Luis Valley	-	-	-
1962	Manassa San Luis Valley	-	-	-
1963	Manassa San Luis Valley	-	-	-
1964	Manassa San Luis Valley	-	-	-
1965	Manassa San Luis Valley	-	-	-
1966	Manassa San Luis Valley	-	-	-
1967	Manassa San Luis Valley	-	-	-
1968	Manassa San Luis Valley	-	-	-
1969	Manassa San Luis Valley	-	-	-
1970	Manassa San Luis Valley	-	-	-
1971	Manassa San Luis Valley	1.73	0.23	1.50
1972	Manassa San Luis Valley	-	-	-
1973	Manassa San Luis Valley	1.64	0.28	1.36
1974	Manassa San Luis Valley	-	-	-
1975	Manassa San Luis Valley	-	-	-
1976	Manassa San Luis Valley	-	-	-
1977	Manassa San Luis Valley	-	-	-
1978	Manassa San Luis Valley	-	-	-
1979	Manassa San Luis Valley	-	-	-
1980	Manassa San Luis Valley	1.92	0.21	1.71
1981	Manassa San Luis Valley	1.76	0.40	1.36
1982	Manassa San Luis Valley	1.70	0.33	1.37
1983	Manassa San Luis Valley	-	-	-
1984	Manassa San Luis Valley	-	-	-
1985	Manassa San Luis Valley	-	-	-
1986	Manassa San Luis Valley	-	-	-
1987	Manassa San Luis Valley	-	-	-
1988	Manassa San Luis Valley	-	-	-
1989	Manassa San Luis Valley	-	-	-
1990	Manassa San Luis Valley	-	-	-
1991	Manassa San Luis Valley	-	-	-
1992	Manassa San Luis Valley	-	-	-
1993	Manassa San Luis Valley	-	-	-
1994	Manassa San Luis Valley	-	-	-
1995	Manassa San Luis Valley	-	-	-
1996	Manassa San Luis Valley	-	-	-

1997	Manassa San Luis Valley	-	-	-
1998	Manassa San Luis Valley	-	-	-
1999	Manassa San Luis Valley	-	-	-
2000	Manassa San Luis Valley	1.87	0.30	1.57
2001	Manassa San Luis Valley	-	-	-
2002	Manassa San Luis Valley	1.91	0.11	1.80
2003	Manassa San Luis Valley	-	-	-
2004	Manassa San Luis Valley	-	-	-
2005	Manassa San Luis Valley	-	-	-
2006	Manassa San Luis Valley	-	-	-
2007	Manassa San Luis Valley	1.78	0.30	1.47
2008	Manassa San Luis Valley	1.75	0.30	1.45
2009	Manassa San Luis Valley	1.72	0.24	1.49
2010	Manassa San Luis Valley	-	-	-
2011	Manassa San Luis Valley	1.88	0.13	1.75
2012	Manassa San Luis Valley	1.92	0.21	1.71
2013	Manassa San Luis Valley	1.86	0.22	1.64
2014	Manassa San Luis Valley	1.74	0.22	1.52
2015	Manassa San Luis Valley	-	-	-
2016	Manassa San Luis Valley	-	-	-
2017	Manassa San Luis Valley	-	-	-
2018	Manassa San Luis Valley	-	-	-
2019	Manassa San Luis Valley	-	-	-
2020	Manassa San Luis Valley	1.74	0.21	1.52
2021	Manassa San Luis Valley	1.83	0.37	1.46

StateCU Blaney-Criddle Results								
Monthly Alfalfa IWR For Station: USW00023061 ALAMOSA SAN LUIS VALLEY								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total (ft)
1955	0.03	0.34	0.62	0.55	0.51	0.33	0.12	2.51
1956	0.06	0.52	0.75	0.58	0.44	0.36	0.11	2.83
1957	0.01	0.26	0.66	0.44	0.54	0.31	0.10	2.31
1958	0.04	0.52	0.73	0.55	0.58	0.32	0.09	2.83
1959	0.06	0.38	0.73	0.53	0.49	0.17	0.03	2.39
1960	0.08	0.43	0.66	0.56	0.55	0.33	0.06	2.67
1961	0.05	0.44	0.66	0.52	0.45	0.19	0.04	2.35
1962	0.10	0.45	0.61	0.54	0.55	0.27	0.14	2.65
1963	0.09	0.53	0.59	0.57	0.46	0.36	0.18	2.79
1964	0.04	0.45	0.62	0.59	0.51	0.25	0.13	2.59
1965	0.07	0.39	0.47	0.50	0.47	0.18	0.08	2.16
1966	0.08	0.49	0.60	0.62	0.47	0.33	0.09	2.69
1967	0.06	0.33	0.55	0.49	0.30	0.28	0.09	2.10
1968	0.01	0.41	0.68	0.34	0.37	0.26	0.12	2.19
1969	0.09	0.50	0.40	0.51	0.56	0.23	0.00	2.28
1970	0.02	0.42	0.58	0.54	0.52	0.18	0.02	2.28
1971	0.03	0.31	0.65	0.40	0.50	0.19	0.06	2.13
1972	0.09	0.45	0.66	0.54	0.48	0.27	0.04	2.53
1973	0.01	0.32	0.60	0.50	0.52	0.23	0.09	2.26
1974	0.05	0.53	0.62	0.46	0.46	0.26	0.10	2.48
1975	-	0.39	0.57	0.58	0.49	0.21	0.06	2.29
1976	0.08	0.42	0.62	0.51	0.44	0.27	0.05	2.37
1977	0.07	0.44	0.63	0.46	0.56	0.27	0.14	2.56
1978	0.09	0.29	0.60	0.55	0.51	0.33	0.10	2.46
1979	0.07	0.40	0.57	0.58	0.43	0.33	0.12	2.49
1980	0.01	0.33	0.73	0.63	0.55	0.31	0.05	2.61
1981	0.11	0.38	0.68	0.53	0.42	0.24	0.10	2.46
1982	0.04	0.38	0.58	0.56	0.57	0.20	0.07	2.41
1983	-	0.28	0.49	0.59	0.56	0.34	0.11	2.37
1984	0.05	0.57	0.60	0.59	0.51	0.32	0.03	2.67
1985	0.06	0.46	0.65	0.50	0.52	0.19	0.03	2.41
1986	0.05	0.41	0.63	0.54	0.54	0.20	0.04	2.41
1987	0.06	0.40	0.69	0.60	0.49	0.28	0.12	2.64
1988	0.08	0.42	0.66	0.56	0.53	0.26	0.14	2.64
1989	0.10	0.53	0.64	0.53	0.55	0.24	0.09	2.68
1990	0.02	0.38	0.71	0.45	0.45	0.27	0.10	2.38
1991	0.06	0.44	0.65	0.57	0.53	0.28	0.08	2.61
1992	0.12	0.45	0.55	0.46	0.40	0.29	0.13	2.41
1993	-	-	-	-	-	-	-	-
1994	0.08	0.38	0.73	0.58	0.51	0.24	0.06	2.57
1995	0.01	0.35	0.50	0.48	0.57	0.19	0.08	2.18
1996	0.07	0.59	0.59	0.58	0.51	0.25	0.03	2.62
1997	0.03	0.43	0.59	0.50	0.51	0.25	0.09	2.40
1998	0.03	0.48	0.61	0.51	0.52	0.31	0.04	2.50

1999	-	0.32	0.60	0.59	0.36	0.22	0.10	2.18
2000	0.08	0.55	0.65	0.59	0.55	0.34	0.06	2.82
2001	0.09	0.47	0.70	0.44	0.35	0.34	0.12	2.51
2002	0.10	0.48	0.75	0.58	0.55	0.23	0.07	2.76
2003	0.08	0.51	0.58	0.63	0.52	0.23	0.15	2.69
2004	0.06	0.52	0.62	0.52	0.51	0.26	0.08	2.56
2005	0.07	0.50	0.63	0.64	0.45	0.28	0.09	2.65
2006	0.10	0.54	0.72	0.42	0.52	0.23	0.04	2.56
2007	0.04	0.46	0.68	0.46	0.61	0.28	0.12	2.64
2008	0.06	0.40	0.63	0.61	0.51	0.31	0.08	2.61
2009	0.06	0.49	0.58	0.58	0.49	0.24	0.03	2.48
2010	0.07	0.47	0.74	0.57	0.59	0.32	0.10	2.86
2011	0.09	0.41	0.72	0.69	0.56	0.26	0.08	2.81
2012	0.10	0.48	0.79	0.57	0.56	0.24	0.09	2.83
2013	0.07	0.42	0.69	0.57	0.44	0.16	0.08	2.42
2014	0.05	0.45	0.69	0.53	0.52	0.36	0.13	2.73
2015	0.08	0.32	0.67	0.50	0.58	0.32	0.14	2.60
2016	0.03	0.38	0.75	0.64	0.38	0.33	0.19	2.70
2017	0.07	0.37	0.73	0.40	0.51	0.22	0.14	2.45
2018	0.10	0.55	0.70	0.59	0.54	0.29	0.07	2.85
2019	0.06	0.33	0.62	0.62	0.55	0.33	0.06	2.58
2020	0.10	0.59	0.71	0.51	0.62	0.21	0.09	2.83
2021	0.09	0.37	0.69	0.60	0.62	0.36	0.09	2.83

StateCU Blaney-Criddle Results				
Alfalfa Yearly Summary For Station: USW00023061 ALAMOSA SAN LUIS VALLEY				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Alamosa San Luis Valley	2.79	0.29	2.51
1956	Alamosa San Luis Valley	2.98	0.16	2.83
1957	Alamosa San Luis Valley	2.70	0.40	2.31
1958	Alamosa San Luis Valley	3.07	0.24	2.83
1959	Alamosa San Luis Valley	2.93	0.54	2.39
1960	Alamosa San Luis Valley	2.92	0.25	2.66
1961	Alamosa San Luis Valley	2.86	0.51	2.35
1962	Alamosa San Luis Valley	2.85	0.20	2.65
1963	Alamosa San Luis Valley	3.12	0.33	2.79
1964	Alamosa San Luis Valley	2.88	0.29	2.59
1965	Alamosa San Luis Valley	2.73	0.57	2.16
1966	Alamosa San Luis Valley	2.97	0.28	2.69
1967	Alamosa San Luis Valley	2.71	0.62	2.10
1968	Alamosa San Luis Valley	2.67	0.48	2.19
1969	Alamosa San Luis Valley	2.92	0.64	2.28
1970	Alamosa San Luis Valley	2.73	0.45	2.28
1971	Alamosa San Luis Valley	2.65	0.52	2.13
1972	Alamosa San Luis Valley	2.92	0.39	2.53
1973	Alamosa San Luis Valley	2.71	0.45	2.26
1974	Alamosa San Luis Valley	2.83	0.35	2.48
1975	Alamosa San Luis Valley	2.59	0.31	2.29
1976	Alamosa San Luis Valley	2.73	0.36	2.37
1977	Alamosa San Luis Valley	3.03	0.49	2.54
1978	Alamosa San Luis Valley	2.84	0.37	2.46
1979	Alamosa San Luis Valley	2.80	0.31	2.49
1980	Alamosa San Luis Valley	2.83	0.21	2.61
1981	Alamosa San Luis Valley	3.00	0.54	2.46
1982	Alamosa San Luis Valley	2.72	0.30	2.41
1983	Alamosa San Luis Valley	2.67	0.30	2.37
1984	Alamosa San Luis Valley	2.95	0.28	2.67
1985	Alamosa San Luis Valley	2.91	0.51	2.41
1986	Alamosa San Luis Valley	2.79	0.38	2.41
1987	Alamosa San Luis Valley	2.88	0.24	2.64
1988	Alamosa San Luis Valley	2.96	0.32	2.64
1989	Alamosa San Luis Valley	2.95	0.27	2.68
1990	Alamosa San Luis Valley	2.94	0.57	2.38
1991	Alamosa San Luis Valley	2.90	0.29	2.61
1992	Alamosa San Luis Valley	2.89	0.48	2.41
1993	Alamosa San Luis Valley	-	-	-
1994	Alamosa San Luis Valley	2.94	0.37	2.57
1995	Alamosa San Luis Valley	2.59	0.42	2.18
1996	Alamosa San Luis Valley	2.92	0.30	2.62
1997	Alamosa San Luis Valley	2.80	0.40	2.40

1998	Alamosa San Luis Valley	2.87	0.36	2.51
1999	Alamosa San Luis Valley	2.63	0.45	2.18
2000	Alamosa San Luis Valley	3.08	0.26	2.82
2001	Alamosa San Luis Valley	3.07	0.56	2.51
2002	Alamosa San Luis Valley	3.00	0.23	2.76
2003	Alamosa San Luis Valley	3.05	0.36	2.69
2004	Alamosa San Luis Valley	2.82	0.26	2.56
2005	Alamosa San Luis Valley	3.03	0.38	2.65
2006	Alamosa San Luis Valley	3.02	0.46	2.56
2007	Alamosa San Luis Valley	3.08	0.44	2.64
2008	Alamosa San Luis Valley	2.84	0.23	2.61
2009	Alamosa San Luis Valley	2.86	0.38	2.48
2010	Alamosa San Luis Valley	3.11	0.25	2.86
2011	Alamosa San Luis Valley	3.05	0.24	2.81
2012	Alamosa San Luis Valley	3.16	0.32	2.84
2013	Alamosa San Luis Valley	2.97	0.56	2.42
2014	Alamosa San Luis Valley	3.03	0.30	2.73
2015	Alamosa San Luis Valley	3.12	0.52	2.60
2016	Alamosa San Luis Valley	3.10	0.40	2.70
2017	Alamosa San Luis Valley	3.04	0.60	2.44
2018	Alamosa San Luis Valley	3.18	0.34	2.85
2019	Alamosa San Luis Valley	2.86	0.28	2.58
2020	Alamosa San Luis Valley	3.19	0.36	2.83
2021	Alamosa San Luis Valley	3.18	0.35	2.83

StateCU Blaney-Criddle Results								
Grass Pasture Monthly IWR For Station: USW00023061 ALAMOSA SAN LUIS VALLEY								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total
1955	0.02	0.17	0.52	0.53	0.41	0.37	0.19	2.21
1956	0.06	0.31	0.64	0.56	0.35	0.40	0.17	2.49
1957	0.00	0.11	0.56	0.41	0.44	0.34	0.15	2.02
1958	0.03	0.31	0.62	0.53	0.48	0.36	0.15	2.47
1959	0.07	0.20	0.62	0.50	0.39	0.20	0.08	2.06
1960	0.11	0.26	0.55	0.54	0.45	0.37	0.12	2.39
1961	0.04	0.25	0.56	0.50	0.35	0.23	0.09	2.01
1962	0.16	0.27	0.51	0.52	0.45	0.30	0.22	2.43
1963	0.11	0.32	0.49	0.55	0.36	0.40	0.29	2.52
1964	0.03	0.26	0.52	0.56	0.42	0.29	0.19	2.27
1965	0.07	0.22	0.38	0.48	0.38	0.21	0.16	1.90
1966	0.09	0.29	0.50	0.59	0.38	0.37	0.16	2.37
1967	0.06	0.16	0.46	0.46	0.21	0.31	0.15	1.81
1968	0.01	0.25	0.58	0.32	0.28	0.29	0.19	1.91
1969	0.13	0.29	0.31	0.48	0.45	0.26	0.03	1.95
1970	0.01	0.23	0.49	0.51	0.42	0.21	0.05	1.92
1971	0.02	0.16	0.55	0.38	0.40	0.22	0.10	1.83
1972	0.12	0.27	0.56	0.51	0.39	0.30	0.12	2.27
1973	0.01	0.14	0.50	0.48	0.43	0.26	0.16	1.97
1974	0.05	0.32	0.52	0.43	0.37	0.29	0.18	2.16
1975	-	0.25	0.47	0.55	0.40	0.24	0.11	2.02
1976	0.10	0.23	0.52	0.48	0.35	0.30	0.08	2.06
1977	0.10	0.26	0.52	0.43	0.46	0.30	0.21	2.29
1978	0.13	0.13	0.50	0.52	0.42	0.36	0.17	2.23
1979	0.07	0.21	0.48	0.55	0.34	0.36	0.20	2.21
1980	0.00	0.16	0.62	0.60	0.46	0.35	0.09	2.28
1981	0.21	0.20	0.57	0.50	0.33	0.28	0.16	2.25
1982	0.03	0.21	0.50	0.54	0.47	0.23	0.12	2.10
1983	-	0.16	0.40	0.56	0.46	0.38	0.16	2.13
1984	0.04	0.34	0.50	0.56	0.42	0.36	0.07	2.29
1985	0.12	0.27	0.55	0.47	0.42	0.22	0.09	2.14
1986	0.10	0.23	0.53	0.51	0.44	0.23	0.07	2.12
1987	0.09	0.21	0.59	0.57	0.40	0.31	0.19	2.36
1988	0.11	0.24	0.56	0.53	0.43	0.29	0.22	2.37
1989	0.22	0.32	0.54	0.50	0.46	0.28	0.14	2.46
1990	0.07	0.21	0.60	0.42	0.36	0.31	0.17	2.13
1991	0.06	0.25	0.54	0.55	0.43	0.32	0.14	2.28
1992	0.24	0.24	0.45	0.44	0.31	0.33	0.20	2.20
1993	-	-	-	-	-	-	-	-
1994	0.08	0.18	0.62	0.55	0.41	0.27	0.11	2.23
1995	0.00	0.19	0.41	0.46	0.46	0.22	0.13	1.88
1996	0.09	0.36	0.49	0.55	0.42	0.28	0.06	2.24
1997	0.02	0.25	0.50	0.47	0.42	0.29	0.14	2.08

1998	0.03	0.29	0.52	0.50	0.42	0.35	0.10	2.19
1999	-	0.18	0.51	0.57	0.26	0.25	0.15	1.92
2000	0.16	0.33	0.55	0.56	0.45	0.37	0.12	2.54
2001	0.17	0.25	0.59	0.41	0.26	0.38	0.19	2.24
2002	0.23	0.29	0.64	0.55	0.46	0.26	0.11	2.55
2003	0.09	0.31	0.49	0.60	0.42	0.26	0.24	2.40
2004	0.09	0.31	0.53	0.50	0.42	0.29	0.13	2.26
2005	0.10	0.29	0.53	0.61	0.36	0.31	0.18	2.38
2006	0.17	0.32	0.61	0.39	0.42	0.26	0.09	2.27
2007	0.07	0.26	0.57	0.43	0.50	0.32	0.19	2.34
2008	0.05	0.23	0.54	0.59	0.41	0.35	0.14	2.31
2009	0.06	0.27	0.49	0.55	0.40	0.28	0.07	2.12
2010	0.09	0.28	0.63	0.55	0.49	0.36	0.17	2.56
2011	0.14	0.25	0.61	0.66	0.46	0.29	0.14	2.54
2012	0.26	0.26	0.67	0.54	0.46	0.28	0.15	2.64
2013	0.07	0.25	0.58	0.54	0.34	0.19	0.13	2.10
2014	0.08	0.27	0.59	0.50	0.43	0.40	0.22	2.49
2015	0.14	0.14	0.56	0.47	0.48	0.36	0.25	2.40
2016	0.04	0.20	0.63	0.61	0.29	0.37	0.29	2.43
2017	0.16	0.19	0.62	0.38	0.42	0.26	0.22	2.24
2018	0.20	0.33	0.59	0.56	0.45	0.33	0.13	2.60
2019	0.13	0.17	0.53	0.60	0.45	0.37	0.09	2.34
2020	0.25	0.35	0.61	0.49	0.52	0.24	0.16	2.62
2021	0.11	0.17	0.58	0.57	0.52	0.40	0.15	2.50

StateCU Blaney-Criddle Results				
Grass Pasture Yearly Summary For Station: USW00023061 ALAMOSA SAN LUIS VALLEY				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Alamosa San Luis Valley	2.49	0.29	2.21
1956	Alamosa San Luis Valley	2.65	0.16	2.49
1957	Alamosa San Luis Valley	2.41	0.40	2.02
1958	Alamosa San Luis Valley	2.71	0.24	2.47
1959	Alamosa San Luis Valley	2.60	0.54	2.06
1960	Alamosa San Luis Valley	2.65	0.25	2.39
1961	Alamosa San Luis Valley	2.52	0.51	2.01
1962	Alamosa San Luis Valley	2.63	0.20	2.43
1963	Alamosa San Luis Valley	2.85	0.33	2.52
1964	Alamosa San Luis Valley	2.56	0.29	2.27
1965	Alamosa San Luis Valley	2.47	0.57	1.90
1966	Alamosa San Luis Valley	2.66	0.28	2.37
1967	Alamosa San Luis Valley	2.43	0.62	1.82
1968	Alamosa San Luis Valley	2.39	0.48	1.91
1969	Alamosa San Luis Valley	2.58	0.64	1.94
1970	Alamosa San Luis Valley	2.36	0.45	1.92
1971	Alamosa San Luis Valley	2.35	0.52	1.83
1972	Alamosa San Luis Valley	2.66	0.39	2.27
1973	Alamosa San Luis Valley	2.42	0.45	1.96
1974	Alamosa San Luis Valley	2.51	0.35	2.16
1975	Alamosa San Luis Valley	2.33	0.31	2.02
1976	Alamosa San Luis Valley	2.42	0.36	2.06
1977	Alamosa San Luis Valley	2.76	0.47	2.29
1978	Alamosa San Luis Valley	2.61	0.37	2.23
1979	Alamosa San Luis Valley	2.52	0.31	2.21
1980	Alamosa San Luis Valley	2.50	0.21	2.28
1981	Alamosa San Luis Valley	2.79	0.54	2.25
1982	Alamosa San Luis Valley	2.41	0.30	2.10
1983	Alamosa San Luis Valley	2.43	0.30	2.13
1984	Alamosa San Luis Valley	2.57	0.28	2.29
1985	Alamosa San Luis Valley	2.65	0.51	2.14
1986	Alamosa San Luis Valley	2.50	0.38	2.12
1987	Alamosa San Luis Valley	2.60	0.24	2.36
1988	Alamosa San Luis Valley	2.69	0.32	2.37
1989	Alamosa San Luis Valley	2.73	0.27	2.46
1990	Alamosa San Luis Valley	2.70	0.57	2.13
1991	Alamosa San Luis Valley	2.57	0.29	2.28
1992	Alamosa San Luis Valley	2.68	0.48	2.21
1993	Alamosa San Luis Valley	-	-	-
1994	Alamosa San Luis Valley	2.60	0.37	2.23
1995	Alamosa San Luis Valley	2.30	0.42	1.88
1996	Alamosa San Luis Valley	2.54	0.30	2.24
1997	Alamosa San Luis Valley	2.48	0.40	2.08

1998	Alamosa San Luis Valley	2.55	0.36	2.19
1999	Alamosa San Luis Valley	2.37	0.45	1.92
2000	Alamosa San Luis Valley	2.80	0.26	2.54
2001	Alamosa San Luis Valley	2.80	0.56	2.24
2002	Alamosa San Luis Valley	2.79	0.23	2.55
2003	Alamosa San Luis Valley	2.76	0.36	2.40
2004	Alamosa San Luis Valley	2.53	0.26	2.26
2005	Alamosa San Luis Valley	2.76	0.38	2.38
2006	Alamosa San Luis Valley	2.73	0.46	2.27
2007	Alamosa San Luis Valley	2.79	0.44	2.34
2008	Alamosa San Luis Valley	2.53	0.23	2.30
2009	Alamosa San Luis Valley	2.50	0.38	2.12
2010	Alamosa San Luis Valley	2.81	0.25	2.57
2011	Alamosa San Luis Valley	2.78	0.24	2.54
2012	Alamosa San Luis Valley	2.95	0.32	2.63
2013	Alamosa San Luis Valley	2.65	0.56	2.10
2014	Alamosa San Luis Valley	2.79	0.30	2.49
2015	Alamosa San Luis Valley	2.92	0.52	2.40
2016	Alamosa San Luis Valley	2.83	0.40	2.43
2017	Alamosa San Luis Valley	2.84	0.60	2.24
2018	Alamosa San Luis Valley	2.92	0.34	2.59
2019	Alamosa San Luis Valley	2.62	0.28	2.34
2020	Alamosa San Luis Valley	2.98	0.36	2.62
2021	Alamosa San Luis Valley	2.85	0.35	2.50

StateCU Blaney-Criddle Results								
New Alfalfa Monthly IWR For Station: USW00023061 ALAMOSA SAN LUIS VALLEY								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total
1955	-	-	0.31	0.55	0.51	0.33	0.12	1.83
1956	-	-	0.36	0.58	0.44	0.36	0.11	1.85
1957	-	-	0.33	0.44	0.54	0.31	0.10	1.71
1958	-	-	0.35	0.55	0.58	0.32	0.09	1.89
1959	-	-	0.35	0.53	0.49	0.17	0.03	1.56
1960	-	-	0.32	0.56	0.55	0.33	0.06	1.82
1961	-	-	0.32	0.52	0.45	0.19	0.04	1.52
1962	-	-	0.30	0.54	0.55	0.27	0.14	1.79
1963	-	-	0.30	0.57	0.46	0.36	0.18	1.88
1964	-	-	0.31	0.59	0.51	0.25	0.13	1.79
1965	-	-	0.24	0.50	0.47	0.18	0.08	1.47
1966	-	-	0.31	0.62	0.47	0.33	0.09	1.82
1967	-	-	0.28	0.49	0.30	0.28	0.09	1.44
1968	-	-	0.33	0.34	0.37	0.26	0.12	1.43
1969	-	-	0.21	0.51	0.56	0.23	0.00	1.50
1970	-	-	0.30	0.54	0.52	0.18	0.02	1.56
1971	-	-	0.32	0.40	0.50	0.19	0.06	1.46
1972	-	-	0.32	0.54	0.48	0.27	0.04	1.65
1973	-	-	0.25	0.50	0.52	0.23	0.09	1.59
1974	-	-	0.30	0.46	0.46	0.26	0.10	1.58
1975	-	-	0.29	0.58	0.49	0.21	0.06	1.62
1976	-	-	0.31	0.51	0.44	0.27	0.05	1.58
1977	-	-	0.30	0.46	0.56	0.27	0.14	1.73
1978	-	-	0.29	0.55	0.51	0.33	0.10	1.78
1979	-	-	0.28	0.58	0.43	0.33	0.12	1.74
1980	-	-	0.36	0.63	0.55	0.31	0.05	1.90
1981	-	-	0.33	0.53	0.42	0.24	0.10	1.62
1982	-	-	0.30	0.56	0.57	0.20	0.07	1.70
1983	-	-	0.25	0.59	0.56	0.34	0.11	1.85
1984	-	-	0.30	0.59	0.51	0.32	0.03	1.76
1985	-	-	0.32	0.50	0.52	0.19	0.03	1.55
1986	-	-	0.30	0.54	0.54	0.20	0.04	1.62
1987	-	-	0.34	0.60	0.49	0.28	0.12	1.82
1988	-	-	0.32	0.56	0.53	0.26	0.14	1.80
1989	-	-	0.32	0.53	0.55	0.24	0.09	1.73
1990	-	-	0.34	0.45	0.45	0.27	0.10	1.60
1991	-	-	0.32	0.57	0.53	0.28	0.08	1.78
1992	-	-	0.26	0.46	0.40	0.29	0.13	1.55
1993	-	-	-	-	-	-	-	-
1994	-	-	0.35	0.58	0.51	0.24	0.06	1.73
1995	-	-	0.24	0.48	0.57	0.19	0.08	1.57
1996	-	-	0.29	0.58	0.51	0.25	0.03	1.67
1997	-	-	0.29	0.50	0.51	0.25	0.09	1.63

1998	-	-	0.31	0.53	0.52	0.31	0.04	1.70
1999	-	-	0.30	0.59	0.36	0.22	0.10	1.57
2000	-	-	0.32	0.59	0.55	0.34	0.06	1.86
2001	-	-	0.35	0.44	0.35	0.34	0.12	1.60
2002	-	-	0.36	0.58	0.55	0.23	0.07	1.79
2003	-	-	0.30	0.63	0.52	0.23	0.15	1.83
2004	-	-	0.30	0.52	0.51	0.26	0.08	1.67
2005	-	-	0.32	0.64	0.45	0.28	0.09	1.78
2006	-	-	0.35	0.42	0.52	0.23	0.04	1.55
2007	-	-	0.34	0.46	0.61	0.28	0.12	1.80
2008	-	-	0.32	0.61	0.51	0.31	0.08	1.83
2009	-	-	0.29	0.58	0.49	0.24	0.03	1.64
2010	-	-	0.36	0.57	0.59	0.32	0.10	1.94
2011	-	-	0.36	0.69	0.56	0.26	0.08	1.96
2012	-	-	0.38	0.57	0.56	0.25	0.09	1.85
2013	-	-	0.33	0.57	0.44	0.16	0.08	1.57
2014	-	-	0.34	0.53	0.52	0.36	0.13	1.88
2015	-	-	0.31	0.50	0.58	0.32	0.14	1.85
2016	-	-	0.36	0.64	0.38	0.33	0.19	1.90
2017	-	-	0.36	0.40	0.51	0.22	0.14	1.63
2018	-	-	0.34	0.59	0.54	0.29	0.07	1.84
2019	-	-	0.31	0.62	0.55	0.33	0.06	1.88
2020	-	-	0.35	0.51	0.62	0.21	0.09	1.78
2021	-	-	0.34	0.60	0.62	0.36	0.09	2.01

StateCU Blaney-Criddle Results				
New Alfalfa Yearly Summary For Station: USW00023061 ALAMOSA SAN LUIS VALLEY				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Alamosa San Luis Valley	2.01	0.18	1.83
1956	Alamosa San Luis Valley	1.97	0.12	1.85
1957	Alamosa San Luis Valley	1.96	0.26	1.71
1958	Alamosa San Luis Valley	2.08	0.19	1.89
1959	Alamosa San Luis Valley	1.99	0.43	1.56
1960	Alamosa San Luis Valley	2.02	0.20	1.82
1961	Alamosa San Luis Valley	1.94	0.42	1.52
1962	Alamosa San Luis Valley	1.95	0.16	1.79
1963	Alamosa San Luis Valley	2.17	0.29	1.88
1964	Alamosa San Luis Valley	2.02	0.23	1.79
1965	Alamosa San Luis Valley	1.92	0.45	1.47
1966	Alamosa San Luis Valley	2.05	0.23	1.82
1967	Alamosa San Luis Valley	1.91	0.47	1.44
1968	Alamosa San Luis Valley	1.89	0.46	1.43
1969	Alamosa San Luis Valley	2.00	0.50	1.50
1970	Alamosa San Luis Valley	1.92	0.36	1.56
1971	Alamosa San Luis Valley	1.89	0.43	1.46
1972	Alamosa San Luis Valley	2.01	0.36	1.65
1973	Alamosa San Luis Valley	1.91	0.28	1.63
1974	Alamosa San Luis Valley	1.89	0.31	1.58
1975	Alamosa San Luis Valley	1.90	0.28	1.62
1976	Alamosa San Luis Valley	1.85	0.28	1.58
1977	Alamosa San Luis Valley	2.09	0.36	1.73
1978	Alamosa San Luis Valley	1.97	0.20	1.78
1979	Alamosa San Luis Valley	1.93	0.20	1.74
1980	Alamosa San Luis Valley	2.02	0.11	1.91
1981	Alamosa San Luis Valley	2.04	0.43	1.62
1982	Alamosa San Luis Valley	1.95	0.25	1.70
1983	Alamosa San Luis Valley	2.04	0.19	1.85
1984	Alamosa San Luis Valley	1.99	0.24	1.76
1985	Alamosa San Luis Valley	1.97	0.42	1.55
1986	Alamosa San Luis Valley	1.87	0.25	1.62
1987	Alamosa San Luis Valley	1.95	0.12	1.82
1988	Alamosa San Luis Valley	2.03	0.23	1.80
1989	Alamosa San Luis Valley	1.99	0.25	1.73
1990	Alamosa San Luis Valley	2.01	0.41	1.60
1991	Alamosa San Luis Valley	2.01	0.23	1.78
1992	Alamosa San Luis Valley	1.89	0.34	1.55
1993	Alamosa San Luis Valley	-	-	-
1994	Alamosa San Luis Valley	1.95	0.22	1.73
1995	Alamosa San Luis Valley	1.89	0.32	1.57
1996	Alamosa San Luis Valley	1.90	0.23	1.66
1997	Alamosa San Luis Valley	1.95	0.33	1.63

1998	Alamosa San Luis Valley	2.04	0.34	1.70
1999	Alamosa San Luis Valley	1.93	0.36	1.57
2000	Alamosa San Luis Valley	2.06	0.20	1.86
2001	Alamosa San Luis Valley	2.05	0.45	1.60
2002	Alamosa San Luis Valley	2.01	0.22	1.79
2003	Alamosa San Luis Valley	2.15	0.32	1.83
2004	Alamosa San Luis Valley	1.87	0.20	1.67
2005	Alamosa San Luis Valley	2.09	0.31	1.78
2006	Alamosa San Luis Valley	1.98	0.42	1.55
2007	Alamosa San Luis Valley	2.14	0.33	1.80
2008	Alamosa San Luis Valley	2.02	0.19	1.83
2009	Alamosa San Luis Valley	1.87	0.23	1.64
2010	Alamosa San Luis Valley	2.16	0.21	1.94
2011	Alamosa San Luis Valley	2.18	0.22	1.96
2012	Alamosa San Luis Valley	2.08	0.23	1.85
2013	Alamosa San Luis Valley	2.09	0.51	1.57
2014	Alamosa San Luis Valley	2.11	0.23	1.88
2015	Alamosa San Luis Valley	2.00	0.32	1.69
2016	Alamosa San Luis Valley	2.13	0.24	1.90
2017	Alamosa San Luis Valley	2.09	0.46	1.63
2018	Alamosa San Luis Valley	2.13	0.29	1.84
2019	Alamosa San Luis Valley	2.03	0.15	1.88
2020	Alamosa San Luis Valley	2.11	0.33	1.78
2021	Alamosa San Luis Valley	2.18	0.17	2.01

StateCU Blaney-Criddle Results								
Small Grains Monthly IWR For Station: USW00023061 ALAMOSA SAN LUIS VALLEY								
Year	April (ft)	May (ft)	June (ft)	July (ft)	August (ft)	September (ft)	October (ft)	Total
1955	0.00	0.04	0.46	0.69	0.40	0.02	-	1.60
1956	0.00	0.18	0.61	0.60	0.27	0.00	-	1.66
1957	-	0.00	0.45	0.62	0.42	0.06	-	1.56
1958	0.00	0.16	0.58	0.61	0.41	0.00	-	1.76
1959	0.00	0.08	0.59	0.54	0.30	0.00	-	1.51
1960	0.01	0.16	0.55	0.56	0.33	0.00	-	1.61
1961	0.00	0.13	0.53	0.54	0.25	0.00	-	1.45
1962	0.03	0.22	0.56	0.50	0.21	-	-	1.52
1963	0.02	0.23	0.51	0.53	0.17	-	-	1.46
1964	0.12	0.12	0.46	0.68	0.38	0.00	-	1.77
1965	0.00	0.11	0.36	0.53	0.31	0.00	-	1.32
1966	0.01	0.18	0.50	0.62	0.26	0.00	-	1.57
1967	0.00	0.05	0.42	0.55	0.16	0.00	-	1.18
1968	0.00	0.11	0.48	0.51	0.27	0.03	-	1.39
1969	0.02	0.21	0.33	0.46	0.23	-	-	1.25
1970	-	0.08	0.43	0.68	0.41	0.00	-	1.60
1971	-	0.04	0.47	0.51	0.36	0.00	-	1.38
1972	0.01	0.18	0.55	0.54	0.27	0.00	-	1.55
1973	-	0.01	0.44	0.56	0.35	0.00	-	1.36
1974	0.00	0.19	0.50	0.49	0.31	0.00	-	1.48
1975	-	0.10	0.38	0.76	0.38	0.00	-	1.62
1976	0.01	0.13	0.52	0.51	0.25	0.00	-	1.41
1977	0.00	0.18	0.54	0.43	0.30	-	-	1.45
1978	0.01	0.04	0.48	0.55	0.32	0.00	-	1.39
1979	0.00	0.10	0.45	0.59	0.25	0.00	-	1.40
1980	-	0.04	0.53	0.80	0.45	0.02	-	1.83
1981	0.05	0.20	0.65	0.48	0.06	-	-	1.44
1982	-	0.08	0.43	0.69	0.46	0.00	-	1.67
1983	-	0.03	0.31	0.78	0.44	0.06	-	1.62
1984	0.00	0.20	0.47	0.60	0.32	0.00	-	1.61
1985	0.00	0.21	0.58	0.46	0.20	-	-	1.44
1986	0.00	0.15	0.55	0.50	0.25	-	-	1.44
1987	0.00	0.12	0.60	0.58	0.26	-	-	1.56
1988	0.01	0.15	0.56	0.55	0.28	-	-	1.55
1989	0.04	0.29	0.60	0.48	0.18	-	-	1.59
1990	0.00	0.13	0.61	0.43	0.22	-	-	1.39
1991	0.00	0.13	0.51	0.60	0.36	0.00	-	1.61
1992	0.06	0.26	0.53	0.41	0.03	-	-	1.28
1993	-	-	-	-	-	-	-	-
1994	0.01	0.08	0.63	0.57	0.26	-	-	1.54
1995	0.00	0.06	0.32	0.64	0.44	0.00	-	1.47
1996	0.01	0.26	0.50	0.55	0.26	-	-	1.58
1997	-	0.11	0.44	0.60	0.39	0.00	-	1.54

1998	-	0.16	0.46	0.61	0.37	0.00	-	1.60
1999	-	0.04	0.41	0.77	0.24	0.02	-	1.48
2000	0.02	0.29	0.61	0.55	0.18	-	-	1.64
2001	0.02	0.20	0.64	0.39	0.05	-	-	1.31
2002	0.05	0.31	0.73	0.52	0.11	-	-	1.71
2003	0.01	0.20	0.48	0.63	0.30	0.00	-	1.62
2004	0.00	0.23	0.54	0.48	0.24	-	-	1.49
2005	0.00	0.20	0.55	0.59	0.18	-	-	1.53
2006	0.03	0.30	0.68	0.37	0.14	-	-	1.52
2007	0.00	0.18	0.59	0.43	0.33	-	-	1.53
2008	0.00	0.11	0.49	0.70	0.37	0.01	-	1.68
2009	0.00	0.17	0.51	0.55	0.26	-	-	1.48
2010	0.00	0.19	0.63	0.56	0.33	-	-	1.72
2011	0.01	0.16	0.61	0.69	0.32	0.00	-	1.79
2012	0.05	0.28	0.77	0.51	0.11	-	-	1.71
2013	0.00	0.14	0.54	0.63	0.27	0.00	-	1.58
2014	0.00	0.18	0.60	0.51	0.29	0.00	-	1.58
2015	0.01	0.07	0.58	0.46	0.28	-	-	1.39
2016	0.00	0.09	0.62	0.64	0.18	0.00	-	1.53
2017	0.01	0.12	0.65	0.36	0.23	-	-	1.36
2018	0.03	0.30	0.66	0.54	0.17	-	-	1.71
2019	0.00	0.11	0.54	0.59	0.29	-	-	1.53
2020	0.06	0.46	0.47	0.00	-	-	-	0.98
2021	0.02	0.09	0.60	0.57	0.35	-	-	1.62

StateCU Blaney-Criddle Results				
Small Grains Yearly Summary For Station: USW00023061 ALAMOSA SAN LUIS VALLEY				
Year	Climate Station Used	Evapotranspiration (ft)	Precipitation (ft)	Irrigation Water Requirement (ft)
1955	Alamosa San Luis Valley	1.87	0.27	1.60
1956	Alamosa San Luis Valley	1.81	0.14	1.66
1957	Alamosa San Luis Valley	1.91	0.35	1.56
1958	Alamosa San Luis Valley	1.93	0.17	1.76
1959	Alamosa San Luis Valley	1.83	0.32	1.51
1960	Alamosa San Luis Valley	1.78	0.17	1.61
1961	Alamosa San Luis Valley	1.78	0.34	1.45
1962	Alamosa San Luis Valley	1.63	0.11	1.52
1963	Alamosa San Luis Valley	1.75	0.29	1.46
1964	Alamosa San Luis Valley	1.86	0.22	1.64
1965	Alamosa San Luis Valley	1.71	0.39	1.32
1966	Alamosa San Luis Valley	1.83	0.26	1.57
1967	Alamosa San Luis Valley	1.73	0.55	1.18
1968	Alamosa San Luis Valley	1.84	0.45	1.39
1969	Alamosa San Luis Valley	1.74	0.48	1.25
1970	Alamosa San Luis Valley	1.92	0.32	1.60
1971	Alamosa San Luis Valley	1.75	0.38	1.38
1972	Alamosa San Luis Valley	1.76	0.21	1.55
1973	Alamosa San Luis Valley	1.69	0.32	1.36
1974	Alamosa San Luis Valley	1.75	0.27	1.48
1975	Alamosa San Luis Valley	1.83	0.22	1.62
1976	Alamosa San Luis Valley	1.69	0.28	1.41
1977	Alamosa San Luis Valley	1.81	0.35	1.45
1978	Alamosa San Luis Valley	1.72	0.33	1.39
1979	Alamosa San Luis Valley	1.67	0.28	1.40
1980	Alamosa San Luis Valley	1.99	0.16	1.83
1981	Alamosa San Luis Valley	1.80	0.37	1.44
1982	Alamosa San Luis Valley	1.84	0.17	1.67
1983	Alamosa San Luis Valley	1.89	0.27	1.62
1984	Alamosa San Luis Valley	1.82	0.21	1.61
1985	Alamosa San Luis Valley	1.73	0.29	1.44
1986	Alamosa San Luis Valley	1.67	0.23	1.44
1987	Alamosa San Luis Valley	1.75	0.19	1.56
1988	Alamosa San Luis Valley	1.80	0.25	1.55
1989	Alamosa San Luis Valley	1.75	0.16	1.59
1990	Alamosa San Luis Valley	1.75	0.36	1.39
1991	Alamosa San Luis Valley	1.81	0.20	1.61
1992	Alamosa San Luis Valley	1.66	0.38	1.28
1993	Alamosa San Luis Valley	-	-	-
1994	Alamosa San Luis Valley	1.80	0.26	1.54
1995	Alamosa San Luis Valley	1.79	0.33	1.47
1996	Alamosa San Luis Valley	1.81	0.23	1.58
1997	Alamosa San Luis Valley	1.81	0.27	1.54

1998	Alamosa San Luis Valley	1.84	0.23	1.60
1999	Alamosa San Luis Valley	1.87	0.38	1.48
2000	Alamosa San Luis Valley	1.80	0.16	1.64
2001	Alamosa San Luis Valley	1.80	0.50	1.30
2002	Alamosa San Luis Valley	1.81	0.10	1.71
2003	Alamosa San Luis Valley	1.85	0.23	1.62
2004	Alamosa San Luis Valley	1.65	0.16	1.49
2005	Alamosa San Luis Valley	1.74	0.21	1.53
2006	Alamosa San Luis Valley	1.84	0.32	1.52
2007	Alamosa San Luis Valley	1.85	0.32	1.53
2008	Alamosa San Luis Valley	1.85	0.18	1.68
2009	Alamosa San Luis Valley	1.73	0.25	1.48
2010	Alamosa San Luis Valley	1.87	0.15	1.72
2011	Alamosa San Luis Valley	1.92	0.13	1.79
2012	Alamosa San Luis Valley	1.91	0.20	1.71
2013	Alamosa San Luis Valley	1.90	0.32	1.58
2014	Alamosa San Luis Valley	1.78	0.20	1.58
2015	Alamosa San Luis Valley	1.77	0.38	1.38
2016	Alamosa San Luis Valley	1.86	0.33	1.53
2017	Alamosa San Luis Valley	1.79	0.43	1.36
2018	Alamosa San Luis Valley	1.89	0.19	1.71
2019	Alamosa San Luis Valley	1.73	0.20	1.53
2020	Alamosa San Luis Valley	1.02	0.04	0.98
2021	Alamosa San Luis Valley	1.93	0.31	1.62

Attachment 6

Detailed HCU Analysis

1978CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	254.01
Small Grain	16.71	Small Grain Irr acres =	137.64
Alfalfa	29.54	Alfalfa Irr acres =	116.37

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1978	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00	238.02	83.31	0.00	0.00															
Apr	0.00	0.00	2630.12	920.54	589.15	488.99	466.58	0.09	5435.92		116.37	9.99	456.59	0.01	60879.33		137.64	1.03	11.02		
May	0.00	0.00	2864.17	1002.46	641.57	532.51	457.01	0.29	1580.45		116.37	33.65	423.36	0.04	12096.10		137.64	4.82	38.47		
Jun	0.00	0.00	3034.76	1062.17	679.79	564.22	406.71	0.60	674.11		116.37	70.21	336.50	0.48	696.21		137.64	66.53	136.74		
Jul	0.00	0.00	535.55	187.44	119.96	99.57	0.00	0.55	0.00		116.37	0.00	0.00	0.55	0.00		137.64	0.00	0.00		
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.51	0.00	*	116.37	0.00	0.00	0.32	0.00	*	137.64	0.00	0.00		
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33	0.00	*	116.37	0.00	0.00	0.00	0.00	*	137.64	0.00	0.00		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	*	116.37	0.00	0.00	0.00	0.00	*	137.64	0.00	0.00		
									Crop SW CU (ac-ft)			113.85			Crop SW CU (ac-ft)			72.38	186	292	**478**

1978 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	261.07
Small Grain	16.71	Small Grain Irr acres =	0.00
Alfalfa	29.54	Alfalfa Irr acres =	261.07

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1978	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	238.02	83.31	0.00	0.00	0.00								
Apr	0.00	0.00	2630.12	920.54	589.15	488.99	488.99	0.09	5696.99		261.07	22.41			
May	0.00	0.00	2864.17	1002.46	641.57	532.51	532.51	0.29	1841.52		261.07	75.49			
Jun	0.00	0.00	3034.76	1062.17	679.79	564.22	564.22	0.60	935.18		261.07	157.51			
Jul	0.00	0.00	535.55	187.44	119.96	99.57	99.57	0.55	181.31		261.07	99.57			
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.51	0.00	*	261.07	0.00			
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.33	0.00	*	261.07	0.00			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	*	261.07	0.00			
									Crop SW CU (ac-ft)			354.98	355	0	**355**

1979CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	252.94
Small Grain	16.76	Small Grain Irr acres =	133.86
Alfalfa	30.55	Alfalfa Irr acres =	119.08

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1979	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	1253.57	438.75	280.80	233.06	217.02	0.07	3100.27		119.08	8.34	208.68	0.004	50083.84		133.86	0.56			8.89
May	249.92	249.92	3227.15	1129.50	882.83	732.75	635.99	0.41	1535.58		119.08	49.32	586.67	0.10	5966.11		133.86	13.16			62.48
Jun	208.27	208.27	2782.85	974.00	756.65	628.02	484.96	0.58	837.34		119.08	68.97	415.99	0.45	924.43		133.86	60.24			129.20
Jul	0.00	0.00	2796.74	978.86	626.47	519.97	378.33	0.56	678.62		119.08	66.39	311.94	0.59	527.23		133.86	79.20			145.59
Aug	0.00	0.00	892.58	312.40	199.94	165.95	58.95	0.44	133.23		119.08	52.69	6.26	0.25	24.95	*	133.86	6.26			58.95
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.34	0.00	*	119.08	0.00	0.00	0.00	0.00	*	133.86	0.00			0.00
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.15	0.00	*	119.08	0.00	0.00	0.00	0.00	*	133.86	0.00			0.00
									Crop SW CU (ac-ft)			245.71			Crop SW CU (ac-ft)			159.41	405	85	**490**

1979 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	252.54
Small Grain	16.76	Small Grain Irr acres =	24.80
Alfalfa	30.55	Alfalfa Irr acres =	227.74

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1979	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	1253.57	438.75	280.80	233.06	233.06	0.07	3329.48		227.74	15.94	217.12	0.004	52109.25		24.80	0.10			16.05
May	0.00	0.00	3227.15	1129.50	722.88	599.99	599.99	0.41	1448.67		227.74	94.32	505.67	0.10	5142.40		24.80	2.44			96.76
Jun	0.00	0.00	2782.85	974.00	623.36	517.39	517.39	0.58	893.33		227.74	131.90	385.49	0.45	856.64		24.80	11.16			143.06
Jul	0.00	0.00	2796.74	978.86	626.47	519.97	519.97	0.56	932.68		227.74	126.97	393.00	0.59	664.23		24.80	14.67			141.64
Aug	0.00	0.00	892.58	312.40	199.94	165.95	165.95	0.44	375.02		227.74	100.78	65.17	0.25	259.83		24.80	6.22			107.00
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.34	0.00	*	227.74	0.00	0.00	0.00	0.00	*	24.80	0.00			0.00
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.15	0.00	*	227.74	0.00	0.00	0.00	0.00	*	24.80	0.00			0.00
									Crop SW CU (ac-ft)			469.90			Crop SW CU (ac-ft)			34.60	504.50	0	**504**

1980 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	251.86
Small Grain	20.49	Small Grain Irr acres =	130.11
Alfalfa	31.52	Alfalfa Irr acres =	121.75

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 1980	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	846.95	296.43	189.72	157.46	150.27	0.04	4098.40		121.75	4.46	145.81	0.00	0.00	*	130.11	0.00	4.46		
May	73.39	73.39	3167.65	1108.68	756.52	627.91	555.39	0.35	1568.15		121.75	43.12	512.27	0.06	7983.40		130.11	8.35	51.47		
Jun	357.03	357.03	3272.78	1145.47	961.60	798.13	631.20	0.72	879.72		121.75	87.35	543.85	0.55	993.33		130.11	71.24	158.59		
Jul	0.00	0.00	2957.40	1035.09	662.46	549.84	405.98	0.57	715.39		121.75	69.09	336.89	0.68	495.42		130.11	88.48	157.57		
Aug	0.00	0.00	3054.59	1069.11	684.23	567.91	445.43	0.53	847.10	*	121.75	64.02	381.41	0.40	943.70		130.11	52.59	116.61		
Sep	0.00	0.00	676.37	236.73	151.51	125.75	58.84	0.34	173.92	*	121.75	41.19	17.65	0.01	0.00	*	130.11	0.00	41.19		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.09	0.00	*	121.75	0.00	0.00	0.00	0.00	*	130.11	0.00	0.00		
									Crop SW CU (ac-ft)			309.24			Crop SW CU (ac-ft)			220.65	530	12	**542**

1980 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	244.00
Small Grain	20.49	Small Grain Irr acres =	47.90
Alfalfa	31.52	Alfalfa Irr acres =	196.10

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1980	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	846.95	296.43	189.72	157.46	157.46	0.04	4294.50		196.10	7.19	150.27	0.00	0.00	*	47.90	0.00	7.19		
May	0.00	0.00	3167.65	1108.68	709.55	588.93	588.93	0.35	1662.86		196.10	69.45	519.48	0.06	8095.74		47.90	3.07	72.53		
Jun	0.00	0.00	3272.78	1145.47	733.10	608.48	608.48	0.72	848.05		196.10	140.70	467.77	0.55	854.38		47.90	26.22	166.93		
Jul	0.00	0.00	2957.40	1035.09	662.46	549.84	549.84	0.57	968.88		196.10	111.29	438.55	0.68	644.93		47.90	32.57	143.86		
Aug	0.00	0.00	3054.59	1069.11	684.23	567.91	567.91	0.53	1080.02		196.10	103.12	464.79	0.40	1150.00		47.90	19.36	122.48		
Sep	0.00	0.00	676.37	236.73	151.51	125.75	125.75	0.34	371.68		196.10	66.35	59.40	0.01	5091.65		47.90	0.56	66.91		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.09	0.00	*	196.10	0.00	0.00	0.00	0.00	*	47.90	0.00	0.00		
									Crop SW CU (ac-ft)			498.10			Crop SW CU (ac-ft)			81.78	579.89	0	**580**

1981 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	250.79
Small Grain	16.33	Small Grain Irr acres =	126.37
Alfalfa	28.92	Alfalfa Irr acres =	124.42

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1981	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	1188.12	415.84	266.14	220.90	197.80	0.11	1784.68		124.42	13.79	184.01	0.07	2726.12	*	126.37	8.53	22.32		
May	41.65	41.65	2594.42	908.05	607.81	504.48	419.75	0.41	1025.86		124.42	50.91	368.84	0.24	1526.24		126.37	30.54	81.45		
Jun	194.38	194.38	2943.51	1030.23	783.75	650.51	497.94	0.65	762.16		124.42	81.29	416.66	0.64	656.15		126.37	80.25	161.53		
Jul	0.00	0.00	2215.57	775.45	496.29	411.92	301.82	0.49	617.01		124.42	60.86	240.96	0.42	579.46	*	126.37	52.55	113.41		
Aug	0.00	0.00	456.21	159.67	102.19	84.82	25.98	0.35	73.36		124.42	25.98	0.00	0.00	0.00	*	126.37	0.00	25.98		
Sep	0.00	0.00	1634.40	572.04	366.11	303.87	257.63	0.28	925.62		124.42	34.63	223.00	0.00	0.00	*	126.37	0.00	34.63		
Oct	0.00	0.00	533.56	186.75	119.52	99.20	80.23	0.11	702.78		124.42	14.20	66.03	0.00	0.00	*	126.37	0.00	14.20		
									Crop SW CU (ac-ft)			281.66			Crop SW CU (ac-ft)			171.87	454	18	**472**

1981 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	235.47
Small Grain	16.33	Small Grain Irr acres =	69.35
Alfalfa	28.92	Alfalfa Irr acres =	166.12

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1981	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	1188.12	415.84	266.14	220.90	220.90	0.11	1993.04		166.12	18.41	202.48	0.07	2999.75		69.35	4.68	23.09		
May	0.00	0.00	2594.42	908.05	581.15	482.35	482.35	0.41	1178.87		166.12	67.97	414.38	0.24	1714.68		69.35	16.76	84.73		
Jun	0.00	0.00	2943.51	1030.23	659.35	547.26	547.26	0.65	837.64		166.12	108.53	438.72	0.64	690.90		69.35	44.03	152.57		
Jul	0.00	0.00	2215.57	775.45	496.29	411.92	411.92	0.49	842.08		166.12	81.26	330.66	0.42	795.17		69.35	28.84	110.10		
Aug	0.00	0.00	456.21	159.67	102.19	84.82	84.82	0.35	239.49		166.12	58.84	25.98	0.00	0.00	*	69.35	0.00	58.84		
Sep	0.00	0.00	1634.40	572.04	366.11	303.87	303.87	0.28	1091.74		166.12	46.24	257.63	0.00	0.00	*	69.35	0.00	46.24		
Oct	0.00	0.00	533.56	186.75	119.52	99.20	99.20	0.11	868.90		166.12	18.97	80.23	0.00	0.00	*	69.35	0.00	18.97		
									Crop SW CU (ac-ft)			400.22			Crop SW CU (ac-ft)			94.31	494.53	0	**495**

1982 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	249.71
Small Grain	16.45	Small Grain Irr acres =	122.66
Alfalfa	26.03	Alfalfa Irr acres =	127.05

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 1982	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	1640.35	574.12	367.44	304.97	297.39	0.06	5407.16		127.05	6.99	290.41	0.00	0.00	*	122.66	0.00	6.99		
May	41.65	41.65	3274.76	1146.17	760.20	630.97	581.82	0.33	1767.54		127.05	41.82	540.00	0.04	12705.77		122.66	5.21	47.03		
Jun	194.38	194.38	2951.45	1033.01	785.53	651.99	538.11	0.56	968.11		127.05	70.62	467.49	0.42	1117.50		122.66	51.31	121.93		
Jul	0.00	0.00	2826.49	989.27	633.13	525.50	398.21	0.53	750.15		127.05	67.44	330.76	0.61	544.47	*	122.66	74.51	141.96		
Aug	0.00	0.00	2596.40	908.74	581.59	482.72	394.67	0.44	890.23		127.05	56.33	338.34	0.30	1118.48	*	122.66	37.10	93.43		
Sep	0.00	0.00	684.31	239.51	153.29	127.23	103.91	0.17	614.27		127.05	21.49	82.42	0.00	0.00	*	122.66	0.00	21.49		
Oct	0.00	0.00	420.50	147.18	94.19	78.18	66.24	0.09	764.25		127.05	11.01	55.22	0.00	0.00	*	122.66	0.00	11.01		
									Crop SW CU (ac-ft)			275.70			Crop SW CU (ac-ft)			168.14	444	0	**444**

1982 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	226.93
Small Grain	16.45	Small Grain Irr acres =	89.12
Alfalfa	26.03	Alfalfa Irr acres =	137.81

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1982	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	1640.35	574.12	367.44	304.97	304.97	0.06	5544.98		137.81	7.58	297.39	0.00	0.00	*	89.12	0.00	7.58		
May	0.00	0.00	3274.76	1146.17	733.55	608.84	608.84	0.33	1849.65		137.81	45.36	563.48	0.04	13258.34		89.12	3.79	49.15		
Jun	0.00	0.00	2951.45	1033.01	661.12	548.73	548.73	0.56	987.23		137.81	76.60	472.13	0.42	1128.60		89.12	37.28	113.88		
Jul	0.00	0.00	2826.49	989.27	633.13	525.50	525.50	0.53	989.95		137.81	73.16	452.34	0.61	744.60		89.12	54.14	127.29		
Aug	0.00	0.00	2596.40	908.74	581.59	482.72	482.72	0.44	1088.85		137.81	61.10	421.62	0.30	1393.80		89.12	26.96	88.06		
Sep	0.00	0.00	684.31	239.51	153.29	127.23	127.23	0.17	752.08		137.81	23.31	103.91	0.00	0.00	*	89.12	0.00	23.31		
Oct	0.00	0.00	420.50	147.18	94.19	78.18	78.18	0.09	902.07		137.81	11.94	66.24	0.00	0.00	*	89.12	0.00	11.94		
									Crop SW CU (ac-ft)			299.06			Crop SW CU (ac-ft)			122.16	421.22	0	**421**

1983 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	248.64
Small Grain	19.38	Small Grain Irr acres =	119.00
Alfalfa	28.37	Alfalfa Irr acres =	129.64

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 1983	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	553.40	193.69	123.96	102.89	102.89	0.00	0.00	*	129.64	0.00	102.89	0.00	0.00	*	119.00	0.00	0.00		
May	75.37	75.37	2608.30	912.91	632.50	524.97	488.60	0.30	1656.26		129.64	38.24	450.35	0.03	13510.61		119.00	3.97	42.21		
Jun	259.84	259.84	3748.82	1312.09	1006.03	835.01	745.52	0.51	1464.19		129.64	66.01	679.51	0.31	2215.78		119.00	36.49	102.50		
Jul	71.41	71.41	3173.60	1110.76	756.59	627.97	481.72	0.56	858.93		129.64	72.71	409.01	0.78	522.70	*	119.00	93.12	165.82		
Aug	0.00	0.00	2590.45	906.66	580.26	481.62	377.90	0.51	736.17	*	129.64	66.55	311.35	0.44	715.76	*	119.00	51.76	118.31		
Sep	0.00	0.00	539.51	188.83	120.85	100.31	53.93	0.36	149.11	*	129.64	46.89	7.04	0.06	122.46	*	119.00	6.84	53.73		
Oct	0.00	0.00	1777.22	622.03	398.10	330.42	316.52	0.13	2532.18	*	129.64	16.21	300.32	0.00	0.00	*	119.00	0.00	16.21		
									Crop SW CU (ac-ft)			306.60			Crop SW CU (ac-ft)			192.18	499	0	**499**

1983 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	218.40
Small Grain	19.38	Small Grain Irr acres =	107.21
Alfalfa	28.37	Alfalfa Irr acres =	111.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1983	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	553.40	193.69	123.96	102.89	102.89	0.00	0.00		111.19	0.00	102.89	0.00	0.00	*	107.21	0.00	0.00		
May	0.00	0.00	2608.30	912.91	584.26	484.94	484.94	0.30	1643.85		111.19	32.80	452.13	0.03	13564.05		107.21	3.57	36.37		
Jun	0.00	0.00	3748.82	1312.09	839.74	696.98	696.98	0.51	1368.87		111.19	56.61	640.37	0.31	2088.16		107.21	32.88	89.49		
Jul	0.00	0.00	3173.60	1110.76	710.89	590.04	590.04	0.56	1052.07		111.19	62.36	527.68	0.78	674.35		107.21	83.89	146.25		
Aug	0.00	0.00	2590.45	906.66	580.26	481.62	481.62	0.51	938.21		111.19	57.08	424.54	0.44	975.95		107.21	46.64	103.71		
Sep	0.00	0.00	539.51	188.83	120.85	100.31	100.31	0.36	277.34		111.19	40.21	60.09	0.06	1045.09		107.21	6.16	46.38		
Oct	0.00	0.00	1777.22	622.03	398.10	330.42	330.42	0.13	2643.37		111.19	13.90	316.52	0.00	0.00	*	107.21	0.00	13.90		
									Crop SW CU (ac-ft)			262.96			Crop SW CU (ac-ft)			173.15	436.11	0	**436**

1984 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	247.56
Small Grain	19.26	Small Grain Irr acres =	115.34
Alfalfa	28.77	Alfalfa Irr acres =	132.22

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1984	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06	0.00	*	132.22	0.00	0.00	0.003	0.00	*	115.34	0.00	0.00		
May	168.60	168.60	2786.82	975.39	732.15	607.69	536.14	0.54	989.80		132.22	71.62	464.52	0.20	2312.97		115.34	23.16	94.78		
Jun	378.85	378.85	3034.76	1062.17	922.25	765.47	657.26	0.58	1143.06		132.22	76.03	581.23	0.47	1225.80		115.34	54.69	130.72		
Jul	97.19	97.19	2485.33	869.87	618.92	513.70	394.45	0.52	759.77		132.22	68.65	325.80	0.60	540.75	*	115.34	69.49	138.14		
Aug	0.00	0.00	2150.11	752.54	481.62	399.75	327.80	0.37	883.95	*	132.22	49.03	278.76	0.32	862.16	*	115.34	37.29	86.32		
Sep	0.00	0.00	620.84	217.29	139.07	115.43	89.09	0.30	292.89	*	132.22	40.22	48.87	0.00	58645.18	*	115.34	0.10	40.31		
Oct	0.00	0.00	714.06	249.92	159.95	132.76	130.24	0.03	4465.45	*	132.22	3.86	126.39	0.00	0.00	*	115.34	0.00	3.86		
									Crop SW CU (ac-ft)			309.40			Crop SW CU (ac-ft)			184.73	494	8	**502**

1984 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14 (DRAFT)

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	209.86
Small Grain	19.26	Small Grain Irr acres =	123.61
Alfalfa	28.77	Alfalfa Irr acres =	86.25

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1984	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06	0.00	*	86.25	0.00	0.00	0.003	0.00	*	123.61	0.00	0.00		
May	0.00	0.00	2786.82	975.39	624.25	518.13	518.13	0.54	956.54		86.25	46.72	471.41	0.20	2347.25		123.61	24.82	71.54		
Jun	0.00	0.00	3034.76	1062.17	679.79	564.22	564.22	0.58	981.26		86.25	49.60	514.63	0.47	1085.33		123.61	58.61	108.21		
Jul	0.00	0.00	2485.33	869.87	556.71	462.07	462.07	0.52	890.03		86.25	44.78	417.29	0.60	692.60		123.61	74.47	119.25		
Aug	0.00	0.00	2150.11	752.54	481.62	399.75	399.75	0.37	1077.97		86.25	31.99	367.76	0.32	1137.41		123.61	39.97	71.95		
Sep	0.00	0.00	620.84	217.29	139.07	115.43	115.43	0.30	379.48		86.25	26.24	89.19	0.00	107029.74		123.61	0.10	26.34		
Oct	0.00	0.00	714.06	249.92	159.95	132.76	132.76	0.03	4551.70		86.25	2.52	130.24	0.00	0.00	*	123.61	0.00	2.52		
									Crop SW CU (ac-ft)			201.83			Crop SW CU (ac-ft)			197.98	399.81	0	**400**

1985CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	246.49
Small Grain	17.32	Small Grain Irr acres =	111.73
Alfalfa	26.67	Alfalfa Irr acres =	134.76

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 1985	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00	0.00	0.00	0.00	0.00															
Apr	0.00	0.00	975.88	341.56	218.60	181.44	177.71	0.06	3003.54	*	134.76	7.97	169.74	0.00	0.00	*	111.73	0.00	7.97		
May	0.00	0.00	2715.41	950.39	608.25	504.85	448.08	0.44	1018.37		134.76	59.29	388.79	0.21	1851.38		111.73	23.46	82.76		
Jun	0.00	0.00	2953.43	1033.70	661.57	549.10	428.04	0.64	667.94		134.76	86.36	341.68	0.58	585.74		111.73	65.18	151.53		
Jul	0.00	0.00	1830.77	640.77	410.09	340.38	249.56	0.44	563.97		134.76	59.63	189.93	0.46	417.42		111.73	50.84	110.47		
Aug	0.00	0.00	1172.25	410.29	262.58	217.94	160.26	0.49	328.75		134.76	65.70	94.57	0.20	484.97		111.73	21.79	87.48		
Sep	0.00	0.00	948.11	331.84	212.38	176.27	170.29	0.10	1792.52	*	134.76	12.80	157.49	0.00	0.00	*	111.73	0.00	12.80		
Oct	0.00	0.00	261.82	91.64	58.65	48.68	45.06	0.06	783.59	*	134.76	7.75	37.31	0.00	0.00	*	111.73	0.00	7.75		
									Crop SW CU (ac-ft)			299.50			Crop SW CU (ac-ft)			161.26	461	0	**427**

1985 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	201.33
Small Grain	17.58	Small Grain Irr acres =	138.35
Alfalfa	26.67	Alfalfa Irr acres =	62.98

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																	
Year 1985	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00													
Dec	0.00	0.00			0.00	0.00	0.00													
Jan	0.00	0.00			0.00	0.00	0.00													
Feb	0.00	0.00			0.00	0.00	0.00													
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00													
Apr	0.00	0.00	975.88	341.56	218.60	181.44	181.44	0.06	3066.52		62.98	3.73	177.71	0.00	0.00	*	138.35	0.00		3.73
May	0.00	0.00	2715.41	950.39	608.25	504.85	504.85	0.44	1147.38		62.98	27.71	477.14	0.21	2272.08		138.35	29.05		56.76
Jun	0.00	0.00	2953.43	1033.70	661.57	549.10	549.10	0.64	856.86		62.98	40.36	508.74	0.58	872.13		138.35	80.70		121.06
Jul	0.00	0.00	1830.77	640.77	410.09	340.38	340.38	0.44	769.21		62.98	27.87	312.51	0.46	686.83		138.35	62.95		90.82
Aug	0.00	0.00	1172.25	410.29	262.58	217.94	217.94	0.49	447.07		62.98	30.70	187.24	0.20	960.22		138.35	26.98		57.68
Sep	0.00	0.00	948.11	331.84	212.38	176.27	176.27	0.10	1855.50		62.98	5.98	170.29	0.00	0.00	*	138.35	0.00		5.98
Oct	0.00	0.00	261.82	91.64	58.65	48.68	48.68	0.06	846.57		62.98	3.62	45.06	0.00	0.00	*	138.35	0.00		3.62
									Crop SW CU (ac-ft)			139.97			Crop SW CU (ac-ft)			199.69	340	0	**340**

1986 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	243.87
Small Grain	17.33	Small Grain Irr acres =	55.26
Alfalfa	24.16	Alfalfa Irr acres =	188.61

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1986	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	1543.16	540.11	345.67	286.90	282.64	0.04	6650.29	*	188.61	8.02	274.62	0.00	0.00	*	55.26	0.00	8.02		
May	71.41	71.41	1578.87	552.60	399.37	331.48	273.54	0.36	759.84		188.61	67.90	205.64	0.15	1378.61		55.26	8.24	76.14		
Jun	313.39	313.39	1670.11	584.54	574.67	476.98	338.77	0.58	586.62		188.61	108.92	229.85	0.55	418.54		55.26	30.35	139.27		
Jul	317.36	317.36	1053.24	368.63	439.04	364.40	249.42	0.42	590.35		188.61	79.69	169.74	0.50	341.75		55.26	27.45	107.13		
Aug	0.00	0.00	2786.82	975.39	624.25	518.13	444.41	0.37	1195.72	*	188.61	70.10	374.31	0.25	1502.25	*	55.26	13.77	83.87		
Sep	0.00	0.00	1465.81	513.03	328.34	272.52	252.61	0.20	1273.67	*	188.61	37.41	215.20	0.00	0.00	*	55.26	0.00	37.41		
Oct	0.00	0.00	646.62	226.32	144.84	120.22	116.04	0.04	2784.87	*	188.61	7.86	108.18	0.00	0.00	*	55.26	0.00	7.86		
									Crop SW CU (ac-ft)			379.89			Crop SW CU (ac-ft)			79.81	460	0	**460**

1986 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	246.49
Small Grain	17.33	Small Grain Irr acres =	146.09
Alfalfa	24.16	Alfalfa Irr acres =	100.40

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1986	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00			0.00	0.00	0.00														
Apr	0.00	0.00	1543.16	540.11	345.67	286.90	286.90	0.04	6750.69		100.40	4.27	282.64	0.00	0.00	*	146.09	0.00	4.27		
May	0.00	0.00	1578.87	552.60	353.67	293.54	293.54	0.36	815.40		100.40	36.14	257.40	0.15	1725.59		146.09	21.79	57.93		
Jun	0.00	0.00	1670.11	584.54	374.10	310.51	310.51	0.58	537.67		100.40	57.98	252.53	0.55	459.84		146.09	80.23	138.21		
Jul	0.00	0.00	1053.24	368.63	235.93	195.82	195.82	0.42	463.48		100.40	42.42	153.40	0.50	308.86		146.09	72.56	114.98		
Aug	0.00	0.00	2786.82	975.39	624.25	518.13	518.13	0.37	1394.06		100.40	37.31	480.81	0.25	1929.68		146.09	36.40	73.72		
Sep	0.00	0.00	1465.81	513.03	328.34	272.52	272.52	0.20	1374.07		100.40	19.91	252.61	0.00	0.00	*	146.09	0.00	19.91		
Oct	0.00	0.00	646.62	226.32	144.84	120.22	120.22	0.04	2885.27		100.40	4.18	116.04	0.00	0.00	*	146.09	0.00	4.18		
									Crop SW CU (ac-ft)			202.21			Crop SW CU (ac-ft)			210.98	413.20	0	**413**

1987 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	241.25
Small Grain	18.68	Small Grain Irr acres =	
Alfalfa	31.63	Alfalfa Irr acres =	241.25

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1987	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 11 & 12)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	192.40	67.34	43.10	35.77	27.81	0.06	463.49		241.25	14.48			
May	0.00	0.00	1249.61	437.36	279.91	232.33	163.99	0.40	415.16		241.25	95.29			
Jun	0.00	0.00	2697.56	944.15	604.25	501.53	330.89	0.69	477.25		241.25	167.27			
Jul	0.00	0.00	2245.32	785.86	502.95	417.45	261.39	0.60	438.09		241.25	143.95			
Aug	0.00	0.00	721.99	252.70	161.73	134.23	35.05	0.49	71.05	*	241.25	35.05			
Sep	0.00	0.00	216.20	75.67	48.43	40.20	2.93	0.28	10.44	*	241.25	2.93			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.12	0.00	*	241.25	0.00			
									Crop SW CU (ac-ft)			458.97	459	177	**636**

1987CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	264.49
Small Grain	18.68	Small Grain Irr acres =	131.80
Alfalfa	31.63	Alfalfa Irr acres =	132.69

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 1987	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00	0.00	0.00	0.00	0.00															
Apr	0.00	0.00	192.40	67.34	43.10	35.77	35.77	0.06	596.18		132.69	7.96	27.81	0.00	0.00	*	131.80	0.00	7.96		
May	0.00	0.00	1249.61	437.36	279.91	232.33	232.33	0.40	588.17		132.69	52.41	179.91	0.12	1488.95		131.80	15.93	68.34		
Jun	0.00	0.00	2697.56	944.15	604.25	501.53	501.53	0.69	723.36		132.69	92.00	409.53	0.60	686.37		131.80	78.64	170.64		
Jul	0.00	0.00	2245.32	785.86	502.95	417.45	417.45	0.60	699.64		132.69	79.17	338.28	0.58	579.91		131.80	76.88	156.06		
Aug	0.00	0.00	721.99	252.70	161.73	134.23	134.23	0.49	272.09		132.69	65.46	68.77	0.26	268.82		131.80	33.72	99.18		
Sep	0.00	0.00	216.20	75.67	48.43	40.20	40.20	0.28	143.13		132.69	37.26	0.00	0.00	0.00	*	131.80	0.00	37.26		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.12	0.00	*	132.69	0.00	0.00	0.00	0.00	*	131.80	0.00	0.00		
									Crop SW CU (ac-ft)			334.27			Crop SW CU (ac-ft)			205.17	539	0	**539**

1988 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	243.08
Small Grain	18.55	Small Grain Irr acres =	0.00
Alfalfa	30.03	Alfalfa Irr acres =	243.08

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1988	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	11.90	4.17	0.00	0.00	0.00								
Apr	0.00	0.00	347.11	121.49	77.75	64.53	44.00	0.08	586.61		243.08	18.23			
May	0.00	0.00	2584.50	904.58	578.93	480.51	378.04	0.37	1010.36		243.08	90.95			
Jun	0.00	0.00	2842.36	994.83	636.69	528.45	353.19	0.64	551.86		243.08	155.57			
Jul	0.00	0.00	2885.99	1010.10	646.46	536.56	397.36	0.51	781.68		243.08	123.57			
Aug	0.00	0.00	2457.56	860.15	550.49	456.91	319.98	0.50	639.97		243.08	121.54			
Sep	0.00	0.00	587.12	205.49	131.51	109.16	43.66	0.24	182.56		243.08	43.66			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.17	0.00	*	243.08	0.00			
									Crop SW CU (ac-ft)			553.52	553.52	54.79	**608.31**

1988CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	273.85
Small Grain	18.55	Small Grain Irr acres =	0.00
Alfalfa	30.03	Alfalfa Irr acres =	273.85

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch													
Year 1988	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	11.90	4.17	0.00	0.00									
Apr	0.00	0.00	347.11	121.49	77.75	64.53	64.53	0.08	860.46	*	273.85	20.54			
May	0.00	0.00	2584.50	904.58	578.93	480.51	480.51	0.37	1284.21		273.85	102.47			
Jun	0.00	0.00	2842.36	994.83	636.69	528.45	528.45	0.64	825.71		273.85	175.26			
Jul	0.00	0.00	2885.99	1010.10	646.46	536.56	536.56	0.51	1055.53		273.85	139.21			
Aug	0.00	0.00	2457.56	860.15	550.49	456.91	456.91	0.50	913.82		273.85	136.93			
Sep	0.00	0.00	587.12	205.49	131.51	109.16	109.16	0.24	456.41	*	273.85	65.50			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.17	0.00	*	273.85	0.00			
									Crop SW CU (ac-ft)			639.90	639.90		**639.90**

1989 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	245.36
Small Grain	19.08	Small Grain Irr acres =	0.00
Alfalfa	33.07	Alfalfa Irr acres =	245.36

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1989	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	1428.12	499.84	319.90	265.52	245.14	0.07	3342.78		245.36	17.99			
May	71.41	71.41	3177.57	1112.15	757.48	628.71	476.79	0.55	872.18		245.36	134.13			
Jun	313.39	313.39	3211.29	1123.95	919.90	763.52	591.92	0.62	958.57		245.36	151.51			
Jul	317.36	317.36	2401.03	840.36	740.94	614.98	455.66	0.57	794.75		245.36	140.67			
Aug	0.00	0.00	1446.96	506.44	324.12	269.02	123.82	0.52	236.98	*	245.36	123.82			
Sep	0.00	0.00	373.89	130.86	83.75	69.51	0.00	0.31	0.00	*	245.36	0.00			
Oct	0.00	0.00	1293.24	452.63	289.69	240.44	210.57	0.11	1958.75		245.36	26.38			
									Crop SW CU (ac-ft)			594.50	595	82	**676**

1989 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	277.89
Small Grain	19.08	Small Grain Irr acres =	0.00
Alfalfa	33.07	Alfalfa Irr acres =	277.89

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1989	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1428.12	499.84	319.90	265.52	265.52	0.07	3620.67		277.89	20.38			
May	0.00	0.00	3177.57	1112.15	711.78	590.77	590.77	0.55	1080.68		277.89	151.91			
Jun	0.00	0.00	3211.29	1123.95	719.33	597.04	597.04	0.62	966.87		277.89	171.60			
Jul	0.00	0.00	2401.03	840.36	537.83	446.40	446.40	0.57	778.60		277.89	159.32			
Aug	0.00	0.00	1446.96	506.44	324.12	269.02	269.02	0.52	514.87		277.89	145.20			
Sep	0.00	0.00	373.89	130.86	83.75	69.51	69.51	0.31	226.67	*	277.89	69.51			
Oct	0.00	0.00	1293.24	452.63	289.69	240.44	240.44	0.11	2236.64		277.89	29.87			
									Crop SW CU (ac-ft)			747.80	747.80	0	**748**

1990 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	247.64
Small Grain	16.70	Small Grain Irr acres =	0.00
Alfalfa	28.99	Alfalfa Irr acres =	247.64

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1990	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	1717.71	601.20	384.77	319.36	301.97	0.06	4896.83		247.64	15.27			
May	196.37	196.37	2465.49	862.92	677.95	562.70	465.43	0.35	1349.07		247.64	85.44			
Jun	285.62	285.62	2850.29	997.60	821.26	681.65	474.19	0.74	644.43		247.64	182.22			
Jul	0.00	0.00	2860.21	1001.07	640.69	531.77	399.03	0.47	847.49		247.64	116.60			
Aug	0.00	0.00	2232.93	781.53	500.18	415.15	284.75	0.46	615.68	*	247.64	114.53			
Sep	0.00	0.00	289.59	101.36	64.87	53.84	0.00	0.23	0.00	*	247.64	0.00			
Oct	0.00	0.00	831.09	290.88	186.16	154.52	122.09	0.12	1061.69		247.64	28.48			
									Crop SW CU (ac-ft)			542.54	543	56	**598**

1990 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	281.93
Small Grain	16.70	Small Grain Irr acres =	0.00
Alfalfa	28.99	Alfalfa Irr acres =	281.93

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1990	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1717.71	601.20	384.77	319.36	319.36	0.06	5178.76		281.93	17.39			
May	0.00	0.00	2465.49	862.92	552.27	458.38	458.38	0.35	1328.65		281.93	97.27			
Jun	0.00	0.00	2850.29	997.60	638.46	529.93	529.93	0.74	720.17		281.93	207.45			
Jul	0.00	0.00	2860.21	1001.07	640.69	531.77	531.77	0.47	1129.42		281.93	132.74			
Aug	0.00	0.00	2232.93	781.53	500.18	415.15	415.15	0.46	897.61		281.93	130.39			
Sep	0.00	0.00	289.59	101.36	64.87	53.84	53.84	0.23	239.29	*	281.93	53.84			
Oct	0.00	0.00	831.09	290.88	186.16	154.52	154.52	0.12	1343.62		281.93	32.42			
									Crop SW CU (ac-ft)			671.50	671.50	0	**672**

1991 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	249.91
Small Grain	19.27	Small Grain Irr acres =	0.00
Alfalfa	29.74	Alfalfa Irr acres =	249.91

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1991	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	11.90	11.90	1442.00	504.70	330.62	274.42	252.97	0.08	3372.93		249.91	18.74			
May	345.13	345.13	2528.96	885.14	787.37	653.52	527.92	0.44	1202.10		249.91	109.75			
Jun	242.98	242.98	2449.62	857.37	704.22	584.50	404.10	0.63	640.58		249.91	157.65			
Jul	0.00	0.00	3631.79	1271.13	813.52	675.22	529.13	0.51	1035.83		249.91	127.66			
Aug	0.00	0.00	2773.85	970.85	621.34	515.71	392.50	0.43	911.04		249.91	107.67			
Sep	0.00	0.00	1599.49	559.82	358.29	297.38	214.92	0.29	745.39		249.91	72.06			
Oct	0.00	0.00	97.19	34.02	21.77	18.07	0.00	0.10	0.00	*	249.91	0.00			
									Crop SW CU (ac-ft)			593.54	594	26	**619**

1991 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	285.98
Small Grain	19.27	Small Grain Irr acres =	0.00
Alfalfa	29.74	Alfalfa Irr acres =	285.98

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1991	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1442.00	504.70	323.01	268.10	268.10	0.08	3574.62		285.98	21.45			
May	0.00	0.00	2528.96	885.14	566.49	470.18	470.18	0.44	1070.63		285.98	125.59			
Jun	0.00	0.00	2449.62	857.37	548.71	455.43	455.43	0.63	721.96		285.98	180.41			
Jul	0.00	0.00	3631.79	1271.13	813.52	675.22	675.22	0.51	1321.81		285.98	146.09			
Aug	0.00	0.00	2773.85	970.85	621.34	515.71	515.71	0.43	1197.02		285.98	123.21			
Sep	0.00	0.00	1599.49	559.82	358.29	297.38	297.38	0.29	1031.37		285.98	82.46			
Oct	0.00	0.00	97.19	34.02	21.77	18.07	18.07	0.10	176.29	*	285.98	18.07			
									Crop SW CU (ac-ft)			697.27	697.27	0	**697**

1992 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	252.19
Small Grain	15.39	Small Grain Irr acres =	0.00
Alfalfa	28.72	Alfalfa Irr acres =	252.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1992	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	267.77	93.72	59.98	49.78	16.67	0.11	146.04	*	252.19	16.67			
May	152.73	152.73	2112.43	739.35	570.93	473.87	331.52	0.49	675.43		252.19	123.78			
Jun	0.00	0.00	2203.67	771.28	493.62	409.71	241.25	0.58	415.36		252.19	146.48			
Jul	79.34	79.34	2580.53	903.19	628.82	521.92	388.02	0.46	840.49		252.19	116.43			
Aug	0.00	0.00	3153.77	1103.82	706.44	586.35	503.45	0.29	1761.35		252.19	72.08			
Sep	0.00	0.00	1282.33	448.82	287.24	238.41	148.75	0.31	481.12		252.19	77.97			
Oct	0.00	0.00	879.68	307.89	197.05	163.55	120.05	0.15	800.31		252.19	37.83			
									Crop SW CU (ac-ft)			591.25	591	12	**604**

1992 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	290.02
Small Grain	15.39	Small Grain Irr acres =	0.00
Alfalfa	28.72	Alfalfa Irr acres =	290.02

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1992	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	13.88	4.66	267.77	93.72	62.97	52.26	52.26	0.11	457.76		290.02	33.11			
May	166.61	55.98	2112.43	739.35	509.01	422.48	422.48	0.49	860.74		290.02	142.35			
Jun	0.00	0.00	2203.67	771.28	493.62	409.71	409.71	0.58	705.38		290.02	168.45			
Jul	0.00	0.00	2580.53	903.19	578.04	479.77	479.77	0.46	1039.22		290.02	133.89			
Aug	0.00	0.00	3153.77	1103.82	706.44	586.35	586.35	0.29	2051.37		290.02	82.90			
Sep	0.00	0.00	1282.33	448.82	287.24	238.41	238.41	0.31	771.14		290.02	89.66			
Oct	0.00	0.00	879.68	307.89	197.05	163.55	163.55	0.15	1090.33		290.02	43.50			
									Crop SW CU (ac-ft)			693.87	693.87	0	**694**

1993 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	254.47
Small Grain	-	Small Grain Irr acres =	0.00
Alfalfa	29.83	Alfalfa Irr acres =	254.47

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1993	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	178.52	62.48	39.99	33.19	10.65	0.08	138.86	*	254.47	10.65			
May	243.97	243.97	2116.39	740.74	630.21	523.08	372.37	0.51	726.58		254.47	130.42			
Jun	499.84	499.84	3056.57	1069.80	1004.57	833.79	643.63	0.65	995.31		254.47	164.56			
Jul	144.80	144.80	3062.13	1071.75	778.59	646.23	471.26	0.60	792.04		254.47	151.41			
Aug	0.00	0.00	3555.03	1244.26	796.33	660.95	567.83	0.32	1793.15		254.47	80.58			
Sep	0.00	0.00	976.08	341.63	218.64	181.47	104.77	0.26	401.68		254.47	66.37			
Oct	0.00	0.00	593.07	207.57	132.85	110.26	87.47	0.08	1128.70		254.47	19.72			
									Crop SW CU (ac-ft)			623.71	624	9	**633**

1993 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	294.06
Small Grain	-	Small Grain Irr acres =	0.00
Alfalfa	29.83	Alfalfa Irr acres =	294.06

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1993	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	178.52	62.48	39.99	33.19	33.19	0.08	432.92		294.06	22.54			
May	85.29	28.66	2116.39	740.74	492.41	408.70	408.70	0.51	797.47		294.06	150.71			
Jun	119.01	39.99	3056.57	1069.80	710.26	589.52	589.52	0.65	911.63		294.06	190.16			
Jul	11.90	4.00	3062.13	1071.75	688.48	571.44	571.44	0.60	960.40		294.06	174.97			
Aug	0.00	0.00	3555.03	1244.26	796.33	660.95	660.95	0.32	2087.21		294.06	93.12			
Sep	0.00	0.00	976.08	341.63	218.64	181.47	181.47	0.26	695.74		294.06	76.70			
Oct	0.00	0.00	593.07	207.57	132.85	110.26	110.26	0.08	1422.76		294.06	22.79			
									Crop SW CU (ac-ft)			730.98	730.98	0	**731**

1994 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	256.75
Small Grain	18.50	Small Grain Irr acres =	0.00
Alfalfa	30.50	Alfalfa Irr acres =	256.75

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1994	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	41.65	41.65	954.06	333.92	240.37	199.50	173.17	0.09	1960.43		256.75	22.68			
May	31.74	31.74	2394.08	837.93	556.59	461.97	341.73	0.40	847.27		256.75	103.56			
Jun	156.70	156.70	2033.09	711.58	555.70	461.23	239.89	0.74	323.09	*	256.75	190.64			
Jul	0.00	0.00	2763.81	967.33	619.09	513.85	359.83	0.52	696.44		256.75	132.65			
Aug	0.00	0.00	2048.16	716.86	458.79	380.79	236.71	0.48	489.75		256.75	124.10			
Sep	0.00	0.00	946.92	331.42	212.11	176.05	106.49	0.23	456.41		256.75	59.91			
Oct	0.00	0.00	115.04	40.26	25.77	21.39	0.00	0.07	0.00	*	256.75	0.00			
									Crop SW CU (ac-ft)			633.53	634	19	**653**

1994 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	298.10
Small Grain	18.50	Small Grain Irr acres =	0.00
Alfalfa	30.50	Alfalfa Irr acres =	298.10

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1994	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	954.06	333.92	213.71	177.38	177.38	0.09	2008.06		298.10	26.33			
May	164.63	55.32	2394.08	837.93	571.68	474.49	474.49	0.40	1176.42		298.10	120.23			
Jun	0.00	0.00	2033.09	711.58	455.41	377.99	377.99	0.74	509.08		298.10	221.34			
Jul	0.00	0.00	2763.81	967.33	619.09	513.85	513.85	0.52	994.54		298.10	154.02			
Aug	0.00	0.00	2048.16	716.86	458.79	380.79	380.79	0.48	787.85		298.10	144.08			
Sep	0.00	0.00	946.92	331.42	212.11	176.05	176.05	0.23	754.51		298.10	69.56			
Oct	0.00	0.00	115.04	40.26	25.77	21.39	21.39	0.07	291.66	*	298.10	21.39			
									Crop SW CU (ac-ft)			756.95	756.95	0	**757**

1995 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	259.03
Small Grain	17.58	Small Grain Irr acres =	0.00
Alfalfa	27.96	Alfalfa Irr acres =	259.03

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1995	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	1223.82	428.34	274.14	227.53	216.71	0.04	6047.61		259.03	9.28			
May	43.64	43.64	2634.09	921.93	617.97	512.91	416.98	0.32	1313.33		259.03	82.24			
Jun	0.00	0.00	2429.79	850.43	544.27	451.75	284.81	0.55	515.50		259.03	143.11			
Jul	0.00	0.00	2469.46	864.31	553.16	459.12	309.56	0.50	625.38		259.03	128.22			
Aug	0.00	0.00	3136.71	1097.85	702.62	583.18	416.24	0.55	753.38		259.03	143.11			
Sep	0.00	0.00	1842.47	644.86	412.71	342.55	271.80	0.23	1160.72		259.03	60.66			
Oct	0.00	0.00	1410.27	493.59	315.90	262.20	219.39	0.14	1548.67		259.03	36.70			
									Crop SW CU (ac-ft)			603.32	603	0	**604**

1995 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	302.14
Small Grain	17.58	Small Grain Irr acres =	0.00
Alfalfa	27.96	Alfalfa Irr acres =	302.14

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1995	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1223.82	428.34	274.14	227.53	227.53	0.04	6349.75		302.14	10.83			
May	148.76	49.98	2634.09	921.93	622.03	516.28	516.28	0.32	1626.08		302.14	95.93			
Jun	154.71	51.98	2429.79	850.43	577.54	479.36	479.36	0.55	867.62		302.14	166.93			
Jul	190.42	63.98	2469.46	864.31	594.11	493.11	493.11	0.50	996.18		302.14	149.56			
Aug	0.00	0.00	3136.71	1097.85	702.62	583.18	583.18	0.55	1055.52		302.14	166.93			
Sep	0.00	0.00	1842.47	644.86	412.71	342.55	342.55	0.23	1462.86		302.14	70.75			
Oct	0.00	0.00	1410.27	493.59	315.90	262.20	262.20	0.14	1850.81		302.14	42.80			
									Crop SW CU (ac-ft)			703.73	703.73	0	**704**

1996 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	261.30
Small Grain	18.98	Small Grain Irr acres =	0.00
Alfalfa	33.04	Alfalfa Irr acres =	261.30

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1996	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	3.97	3.97	2215.57	775.45	498.83	414.03	381.37	0.11	3575.32		261.30	27.87			
May	71.41	71.41	1854.57	649.10	461.13	382.73	179.88	0.66	271.52	*	261.30	173.11			
Jun	0.00	0.00	1649.88	577.46	369.57	306.75	108.49	0.65	167.55	*	261.30	108.49			
Jul	0.00	0.00	1920.23	672.08	430.13	357.01	200.34	0.51	391.55	*	261.30	133.70			
Aug	0.00	0.00	1482.27	518.79	332.03	275.58	115.09	0.52	219.57	*	261.30	115.09			
Sep	0.00	0.00	490.92	171.82	109.97	91.27	23.14	0.22	104.02	*	261.30	23.14			
Oct	0.00	0.00	379.05	132.67	84.91	70.47	46.23	0.08	583.99		261.30	20.69			
									Crop SW CU (ac-ft)			602.09	602	117	**719**

1996 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	306.19
Small Grain	18.98	Small Grain Irr acres =	0.00
Alfalfa	33.04	Alfalfa Irr acres =	306.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1996	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	2215.57	775.45	496.29	411.92	411.92	0.11	3861.74		306.19	32.66			
May	136.86	45.98	1854.57	649.10	444.85	369.23	369.23	0.66	557.33		306.19	202.85			
Jun	0.00	0.00	1649.88	577.46	369.57	306.75	306.75	0.65	473.74		306.19	198.26			
Jul	0.00	0.00	1920.23	672.08	430.13	357.01	357.01	0.51	697.74		306.19	156.67			
Aug	0.00	0.00	1482.27	518.79	332.03	275.58	275.58	0.52	525.76		306.19	160.49			
Sep	0.00	0.00	490.92	171.82	109.97	91.27	91.27	0.22	410.21		306.19	68.13			
Oct	0.00	0.00	379.05	132.67	84.91	70.47	70.47	0.08	890.18		306.19	24.24			
									Crop SW CU (ac-ft)			843.30	843.30	0	**843**

1997 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	263.58
Small Grain	18.45	Small Grain Irr acres =	0.00
Alfalfa	30.44	Alfalfa Irr acres =	263.58

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1997	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00			0.00	0.00									
Apr	0.00	0.00	1295.23	453.33	290.13	240.81	222.97	0.06	3877.76		263.58	15.16			
May	63.47	63.47	2372.27	830.29	572.01	474.77	335.42	0.45	746.77		263.58	118.39			
Jun	0.00	0.00	1644.32	575.51	368.33	305.71	117.51	0.61	193.69	*	263.58	117.51			
Jul	0.00	0.00	2486.12	870.14	556.89	462.22	290.82	0.55	526.37	*	263.58	145.63			
Aug	0.00	0.00	1614.97	565.24	361.75	300.26	142.30	0.51	279.47	*	263.58	134.21			
Sep	0.00	0.00	1147.26	401.54	256.99	213.30	139.62	0.24	587.87		263.58	62.60			
Oct	0.00	0.00	1110.56	388.70	248.77	206.48	167.96	0.12	1352.66		263.58	32.73			
									Crop SW CU (ac-ft)			626.22	626	42	**669**

1997 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	310.23
Small Grain	18.45	Small Grain Irr acres =	0.00
Alfalfa	30.44	Alfalfa Irr acres =	310.23

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1997	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1295.23	453.33	290.13	240.81	240.81	0.06	4187.99		310.23	17.84			
May	571.25	191.94	2372.27	830.29	654.23	543.01	543.01	0.45	1208.93		310.23	139.34			
Jun	190.42	63.98	1644.32	575.51	409.28	339.70	339.70	0.61	559.94		310.23	188.21			
Jul	0.00	0.00	2486.12	870.14	556.89	462.22	462.22	0.55	836.60		310.23	171.40			
Aug	0.00	0.00	1614.97	565.24	361.75	300.26	300.26	0.51	589.70		310.23	157.96			
Sep	0.00	0.00	1147.26	401.54	256.99	213.30	213.30	0.24	898.10		310.23	73.68			
Oct	0.00	0.00	1110.56	388.70	248.77	206.48	206.48	0.12	1662.89		310.23	38.52			
									Crop SW CU (ac-ft)			786.95	786.95	0	**787**

1998 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	265.86
Small Grain	19.25	Small Grain Irr acres =	0.00
Alfalfa	31.96	Alfalfa Irr acres =	265.86

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 1998	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36.0% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	95.21	33.32	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1745.48	610.92	390.99	324.52	305.25	0.06	4978.33		265.86	16.30			
May	0.00	0.00	1933.91	676.87	433.20	359.55	198.64	0.51	387.95		265.86	136.13			
Jun	0.00	0.00	2150.11	752.54	481.62	399.75	195.29	0.65	300.18		265.86	172.96			
Jul	0.00	0.00	4070.44	1424.65	911.78	756.78	608.12	0.47	1285.66		265.86	125.75			
Aug	0.00	0.00	2293.42	802.70	513.73	426.39	269.48	0.50	539.74		265.86	132.74			
Sep	0.00	0.00	962.89	337.01	215.69	179.02	79.67	0.32	252.01		265.86	79.67			
Oct	0.00	0.00	1087.35	380.57	243.57	202.16	192.40	0.03	6195.26		265.86	8.26			
									Crop CU (ac-ft)			671.81	672	36	**708**

1998 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	314.27
Small Grain	19.25	Small Grain Irr acres =	0.00
Alfalfa	31.96	Alfalfa Irr acres =	314.27

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1998	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	95.21	33.32	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	1745.48	610.92	390.99	324.52	324.52	0.06	5292.60		314.27	19.27			
May	916.38	300.57	1933.91	676.87	625.56	519.22	519.22	0.51	1014.04		314.27	160.91			
Jun	694.23	227.71	2150.11	752.54	627.36	520.71	520.71	0.65	800.37		314.27	204.46			
Jul	31.74	10.41	4070.44	1424.65	918.44	762.31	762.31	0.47	1611.62		314.27	148.65			
Aug	0.00	0.00	2293.42	802.70	513.73	426.39	426.39	0.50	854.01		314.27	156.91			
Sep	0.00	0.00	962.89	337.01	215.69	179.02	179.02	0.32	566.28		314.27	99.35			
Oct	0.00	0.00	1087.35	380.57	243.57	202.16	202.16	0.03	6509.53		314.27	9.76			
									Crop SW CU (ac-ft)			799.32	799	0	**799**

1999 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	264.63
Small Grain	17.81	Small Grain Irr acres =	24.08
Alfalfa	26.83	Alfalfa Irr acres =	240.58

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 1999	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	640.67	224.23	143.51	119.11	119.11	0.00	0.00	*	240.58	0.00	119.11	0.00	0.00	*	24.08	0.00	0.00		
May	73.39	73.39	1188.12	415.84	313.11	259.88	157.89	0.33	484.58		240.58	78.39	79.50	0.04	1947.03		24.08	0.98	79.37		
Jun	117.03	117.03	753.73	263.81	243.73	202.30	5.63	0.63	8.95	*	240.58	5.63	0.00	0.41	0.00	*	24.08	0.00	5.63		
Jul	0.00	0.00	1402.53	490.89	314.17	260.76	86.52	0.56	155.42	*	240.58	86.52	0.00	0.77	0.00	*	24.08	0.00	86.52		
Aug	0.00	0.00	135.67	47.48	30.39	25.22	0.00	0.32	0.00	*	240.58	0.00	0.00	0.24	0.00	*	24.08	0.00	0.00		
Sep	61.49	61.49	545.86	191.05	161.63	134.15	52.25	0.26	199.66	*	240.58	52.25	0.00	0.02	0.00	*	24.08	0.00	52.25		
Oct	319.34	319.34	789.04	276.16	381.12	316.33	271.21	0.14	1881.20		240.58	34.68	236.52	0.00	0.00	*	24.08	0.00	34.68		
									Crop SW CU (ac-ft)			257.46			Crop SW CU (ac-ft)			0.98	258	315	**574**

1999 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	313.01
Small Grain	17.81	Small Grain Irr acres =	0.00
Alfalfa	26.83	Alfalfa Irr acres =	313.01

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 1999	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	640.67	224.23	143.51	119.11	119.11	0.00	0.00	*	313.01	0.00			
May	483.97	162.61	1188.12	415.84	370.21	307.28	307.28	0.33	943.05		313.01	101.99			
Jun	825.14	277.25	753.73	263.81	346.27	287.41	287.41	0.63	457.41		313.01	196.67			
Jul	353.06	118.63	1402.53	490.89	390.09	323.77	323.77	0.56	581.63		313.01	174.24			
Aug	0.00	0.00	135.67	47.48	30.39	25.22	25.22	0.32	78.82	*	313.01	25.22			
Sep	0.00	0.00	545.86	191.05	122.27	101.49	101.49	0.26	387.85		313.01	81.90			
Oct	0.00	0.00	789.04	276.16	176.74	146.70	146.70	0.14	1017.56		313.01	45.13			
									Crop SW CU (ac-ft)			625.16	625.16	0	**625**

2000 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	263.40
Small Grain	18.79	Small Grain Irr acres =	47.91
Alfalfa	33.95	Alfalfa Irr acres =	215.49

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 2000	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00																
Dec	0.00	0.00			0.00	0.00																
Jan	0.00	0.00			0.00	0.00																
Feb	0.00	0.00			0.00	0.00																
Mar	0.00	0.00			0.00	0.00																
Apr	0.00	0.00	731.91	256.17	163.95	136.08	125.17	0.04	3576.16		215.49	7.54	117.62	0.02	5428.77		47.91	1.04	8.58		
May	186.45	186.45	557.36	195.08	244.18	202.67	10.68	0.62	17.34	*	215.49	10.68	0.00	0.39	0.00	*	47.91	0.00	10.68		
Jun	255.71	255.71	1265.57	442.95	447.14	371.13	158.62	0.68	232.69	*	215.49	158.62	0.00	0.66	0.00	*	47.91	0.00	158.62		
Jul	175.30	175.30	985.40	344.89	332.92	276.32	109.02	0.54	203.14	*	215.49	109.02	0.00	0.46	0.00	*	47.91	0.00	109.02		
Aug	0.00	0.00	885.08	309.78	198.26	164.55	5.82	0.51	11.43	*	215.49	5.82	0.00	0.03	0.00	*	47.91	0.00	5.82		
Sep	0.00	0.00	260.24	91.08	58.29	48.38	0.00	0.36	0.00	*	215.49	0.00	0.00	0.00	0.00	*	47.91	0.00	0.00		
Oct	0.00	0.00	243.18	85.11	54.47	45.21	16.12	0.09	172.66	*	215.49	16.12	0.00	0.00	0.00	*	47.91	0.00	16.12		
									Crop SW CU (ac-ft)			307.80			Crop SW CU (ac-ft)			1.04	309	349	**657**

2000 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	311.75
Small Grain	18.79	Small Grain Irr acres =	0.00
Alfalfa	33.95	Alfalfa Irr acres =	311.75

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2000	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	23.80	8.00	731.91	256.17	169.07	140.32	140.32	0.04	4009.27		311.75	10.91			
May	747.78	251.25	557.36	195.08	285.65	237.09	237.09	0.62	384.99		311.75	191.99			
Jun	186.45	62.65	1265.57	442.95	323.58	268.57	268.57	0.68	393.99		311.75	212.51			
Jul	25.29	8.50	985.40	344.89	226.17	187.72	187.72	0.54	349.79	*	311.75	167.31			
Aug	0.00	0.00	885.08	309.78	198.26	164.55	164.55	0.51	323.18	*	311.75	158.73			
Sep	0.00	0.00	260.24	91.08	58.29	48.38	48.38	0.36	135.34	*	311.75	48.38			
Oct	0.00	0.00	243.18	85.11	54.47	45.21	45.21	0.09	484.41		311.75	29.10			
									Crop SW CU (ac-ft)			818.93	818.93	0	**819**

2001 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	263.40
Small Grain	15.65	Small Grain Irr acres =	71.88
Alfalfa	34.09	Alfalfa Irr acres =	191.54

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2001	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	940.18	329.06	210.60	174.80	145.56	0.09	1545.78		191.54	18.04	127.52	0.02	5276.87		71.88	1.74	19.77		
May	130.91	130.91	2130.28	745.60	560.97	465.60	317.09	0.48	662.90		191.54	91.62	225.47	0.20	1136.80		71.88	14.26	105.88		
Jun	129.92	129.92	2104.49	736.57	554.55	460.28	236.99	0.72	329.54		191.54	137.75	99.24	0.64	154.46	*	71.88	46.18	183.94		
Jul	49.98	49.98	1388.55	485.99	343.02	284.71	113.43	0.55	205.61	*	191.54	105.67	7.76	0.39	19.81	*	71.88	7.76	113.43		
Aug	0.00	0.00	1660.29	581.10	371.90	308.68	165.34	0.46	358.14		191.54	88.43	76.91	0.05	1591.31		71.88	3.47	91.90		
Sep	0.00	0.00	701.76	245.62	157.19	130.47	19.22	0.36	53.63	*	191.54	19.22	0.00	0.00	0.00	*	71.88	0.00	19.22		
Oct	0.00	0.00	203.11	71.09	45.50	37.76	0.00	0.18	0.00	*	191.54	0.00	0.00	0.00	0.00	*	71.88	0.00	0.00		
									Crop SW CU (ac-ft)			460.73			Crop SW CU (ac-ft)			73.41	534	104	**638**

2001 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	310.48
Small Grain	15.65	Small Grain Irr acres =	0.00
Alfalfa	34.09	Alfalfa Irr acres =	310.48

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2001	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	77.36	25.99	940.18	329.06	227.24	188.61	188.61	0.09	2002.89		310.48	29.24			
May	1069.11	359.22	2130.28	745.60	707.08	586.88	586.88	0.48	1226.93		310.48	148.51			
Jun	501.83	168.61	2104.49	736.57	579.32	480.84	480.84	0.72	668.60		310.48	223.29			
Jul	0.00	0.00	1388.55	485.99	311.04	258.16	258.16	0.55	467.96		310.48	171.28			
Aug	0.00	0.00	1660.29	581.10	371.90	308.68	308.68	0.46	668.62		310.48	143.34			
Sep	0.00	0.00	701.76	245.62	157.19	130.47	130.47	0.36	364.11	*	310.48	111.26			
Oct	0.00	0.00	203.11	71.09	45.50	37.76	37.76	0.18	210.77	*	310.48	37.76			
									Crop SW CU (ac-ft)			864.67	864.67	0	**865**

2002 CALCULATION OF CROP CONSUMPTIVE USE
ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	260.94
Small Grain	20.56	Small Grain Irr acres =	94.93
Alfalfa	34.83	Alfalfa Irr acres =	166.01

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																			
Year 2002	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	208.27	72.89	0.00	0.00	0.00															
Dec	0.00	0.00			0.00	0.00	0.00															
Jan	0.00	0.00			0.00	0.00	0.00															
Feb	0.00	0.00			0.00	0.00	0.00															
Mar	0.00	0.00	117.03	40.96	26.21	0.00	0.00															
Apr	0.00	0.00	755.71	264.50	169.28	140.50	140.50	105.97	0.05	2192.52		94.93	4.59	101.38	0.11	907.91		94.93	10.60	15.19		
May	0.00	0.00	386.98	135.44	86.68	71.95	71.95	0.00	0.31	0.00		94.93	0.00	0.00	0.56	0.00		94.93	0.00	0.00		
Jun	0.00	0.00	138.65	48.53	31.06	25.78	25.78	0.00	0.73	0.00		94.93	0.00	0.00	0.80	0.00	*	94.93	0.00	0.00		
Jul	0.00	0.00	131.11	45.89	29.37	24.38	24.38	0.00	0.52	0.00		94.93	0.00	0.00	0.62	0.00	*	94.93	0.00	0.00		
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.11	0.00	*	94.93	0.00	0.00	0.53	0.00	*	94.93	0.00	0.00		
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	*	94.93	0.00	0.00	0.19	0.00	*	94.93	0.00	0.00		
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	*	94.93	0.00	0.00	0.10	0.00	*	94.93	0.00	0.00		
										Crop SW CU (ac-ft)			4.59			Crop SW CU (ac-ft)			10.60	15	349	**364**

2002 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	309.22
Small Grain	20.56	Small Grain Irr acres =	0.00
Alfalfa	34.83	Alfalfa Irr acres =	309.22

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch													
Year 2002	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	208.27	72.89	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	117.03	40.96	0.00	0.00	0.00								
Apr	0.00	0.00	755.71	264.50	169.28	140.50	140.50	0.11	1258.22		309.22	34.53			
May	0.00	0.00	386.98	135.44	86.68	71.95	71.95	0.56	128.86		309.22	71.95			
Jun	0.00	0.00	138.65	48.53	31.06	25.78	25.78	0.80	32.32	*	309.22	25.78			
Jul	0.00	0.00	131.11	45.89	29.37	24.38	24.38	0.62	39.21	*	309.22	24.38			
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.53	0.00	*	309.22	0.00			
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.19	0.00	*	309.22	0.00			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.00	*	309.22	0.00			
									Crop SW CU (ac-ft)			156.63	157	0	**157**

2003 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	263.40
Small Grain	19.38	Small Grain Irr acres =	31.95
Alfalfa	35.03	Alfalfa Irr acres =	231.45

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2003	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	589.10	206.19	131.96	109.53	84.76	0.10	854.68		231.45	22.95	61.80	0.01	6180.35		31.95	0.32	23.27		
May	0.00	0.00	1114.73	390.16	249.70	207.25	63.63	0.58	110.66	*	231.45	63.63	0.00	0.20	0.00	*	31.95	0.00	63.63		
Jun	33.12	33.12	651.98	228.19	167.24	138.81	0.00	0.61	0.00	*	231.45	0.00	0.00	0.48	0.00	*	31.95	0.00	0.00		
Jul	153.23	153.23	1019.16	356.71	326.36	270.88	106.44	0.66	161.68	*	231.45	106.44	0.00	0.63	0.00	*	31.95	0.00	106.44		
Aug	0.00	0.00	673.36	235.68	150.83	125.19	0.00	0.55	0.00	*	231.45	0.00	0.00	0.30	0.00	*	31.95	0.00	0.00		
Sep	0.00	0.00	617.86	216.25	138.40	114.87	56.80	0.23	244.30	*	231.45	53.81	2.99	0.00	0.00	*	31.95	0.00	53.81		
Oct	0.00	0.00	198.35	69.42	44.43	36.88	0.00	0.20	0.00	*	231.45	0.00	0.00	0.00	0.00	*	31.95	0.00	0.00		
									Crop SW CU (ac-ft)			246.83			Crop SW CU (ac-ft)			0.32	247	349	**596**

2003 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	249.78
Small Grain	19.38	Small Grain Irr acres =	0.00
Alfalfa	35.03	Alfalfa Irr acres =	249.78

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.35 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2003	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	589.10	206.19	131.96	109.53	109.53	0.10	1104.46		249.78	24.77			
May	440.34	147.95	1114.73	390.16	344.39	285.84	285.84	0.58	497.12		249.78	143.62			
Jun	247.94	83.31	651.98	228.19	199.36	165.47	165.47	0.61	272.00	*	249.78	151.95			
Jul	49.09	16.49	1019.16	356.71	238.85	198.24	198.24	0.66	301.13	*	249.78	164.44			
Aug	111.57	37.49	673.36	235.68	174.82	145.10	145.10	0.55	263.83	*	249.78	137.38			
Sep	0.00	0.00	617.86	216.25	138.40	114.87	114.87	0.23	494.08		249.78	58.07			
Oct	0.00	0.00	198.35	69.42	44.43	36.88	36.88	0.20	187.51	*	249.78	36.88			
									Crop SW CU (ac-ft)			717.11	717.11	0	**717**

2004 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	214.95
Small Grain	17.88	Small Grain Irr acres =	26.07
Alfalfa	32.04	Alfalfa Irr acres =	188.88

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2004	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	702.16	245.76	157.28	130.55	130.55	0.00	0.00		188.88	0.00	130.55	0.00	0.00	*	26.07	0.00	0.00		
May	0.00	0.00	1137.34	398.07	254.76	211.45	100.11	0.59	171.12	*	188.88	100.11	0.00	0.23	0.00	*	26.07	0.00	100.11		
Jun	0.00	0.00	1196.84	418.89	268.09	222.52	99.59	0.65	154.20	*	188.88	99.59	0.00	0.54	0.00	*	26.07	0.00	99.59		
Jul	0.00	0.00	2020.89	707.31	452.68	375.72	278.49	0.51	545.17		188.88	96.48	182.01	0.48	379.84		26.07	12.49	108.98		
Aug	0.00	0.00	812.44	284.35	181.99	151.05	48.58	0.54	90.25	*	188.88	48.58	0.00	0.24	0.00	*	26.07	0.00	48.58		
Sep	0.00	0.00	552.80	193.48	123.83	102.78	45.04	0.30	148.48	*	188.88	45.04	0.00	0.00	0.00	*	26.07	0.00	45.04		
Oct	0.00	0.00	978.66	342.53	219.22	181.95	165.46	0.09	1909.11		188.88	16.37	149.09	0.00	0.00	*	26.07	0.00	16.37		
									Crop SW CU (ac-ft)			406.17			Crop SW CU (ac-ft)			12.49	419	124	**543**

2004 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	190.34
Small Grain	17.88	Small Grain Irr acres =	0.00
Alfalfa	32.04	Alfalfa Irr acres =	190.34

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2004	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	702.16	245.76	157.28	130.55	130.55	0.00	0.00	*	190.34	0.00			
May	482.78	162.21	1137.34	398.07	358.58	297.62	297.62	0.59	508.76		190.34	111.35			
Jun	274.52	92.24	1196.84	418.89	327.12	271.51	271.51	0.65	420.41		190.34	122.93			
Jul	0.00	0.00	2020.89	707.31	452.68	375.72	375.72	0.51	735.51		190.34	97.23			
Aug	284.10	95.46	812.44	284.35	243.08	201.76	201.76	0.54	374.78		190.34	102.47			
Sep	142.81	47.98	552.80	193.48	154.54	128.27	128.27	0.30	422.85		190.34	57.74			
Oct	134.88	45.32	978.66	342.53	248.22	206.03	206.03	0.09	2377.23		190.34	16.50			
									Crop SW CU (ac-ft)			508.21	508.21	0	**508**

2005 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	191.96
Small Grain	18.35	Small Grain Irr acres =	0.00
Alfalfa	33.19	Alfalfa Irr acres =	191.96

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2005	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	571.25	199.94	127.96	106.21	95.95	0.08	1224.93		191.96	15.04			
May	0.00	0.00	1136.35	397.72	254.54	211.27	144.84	0.51	285.40		191.96	97.42			
Jun	0.00	0.00	1578.27	552.39	353.53	293.43	204.64	0.68	301.68		191.96	130.21			
Jul	0.00	0.00	1106.79	387.38	247.92	205.77	124.29	0.62	199.66		191.96	124.29			
Aug	0.00	0.00	868.77	304.07	194.60	161.52	101.09	0.46	218.97		191.96	88.62			
Sep	0.00	0.00	898.33	314.42	201.23	167.02	123.71	0.33	373.94		191.96	63.51			
Oct	0.00	0.00	743.22	260.13	166.48	138.18	126.94	0.09	1478.96		191.96	16.48			
									Crop SW CU (ac-ft)			535.56	448	83	**531**

2005 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	130.90
Small Grain	18.35	Small Grain Irr acres =	0.00
Alfalfa	33.19	Alfalfa Irr acres =	130.90

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2005	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	19.84	8.73	571.25	199.94	371.19	308.09	308.09	0.08	3933.00		130.90	10.25			
May	657.73	215.74	1136.35	397.72	865.33	718.23	718.23	0.51	1415.23		130.90	66.43			
Jun	618.06	202.72	1578.27	552.39	1139.84	946.06	946.06	0.68	1394.69		130.90	88.79			
Jul	19.84	6.51	1106.79	387.38	712.51	591.38	591.38	0.62	950.01	*	130.90	81.49			
Aug	102.75	45.21	868.77	304.07	584.95	485.51	485.51	0.46	1051.64	*	130.90	60.43			
Sep	0.00	0.00	898.33	314.42	574.93	477.19	477.19	0.33	1442.40	*	130.90	43.31			
Oct	112.46	49.48	743.22	260.13	507.33	421.08	421.08	0.09	4905.83	*	130.90	11.24			
									Crop SW CU (ac-ft)			361.94	362	0	**362**

2006 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	191.78
Small Grain	18.18	Small Grain Irr acres =	0.00
Alfalfa	30.70	Alfalfa Irr acres =	179.60
New Alfalfa	18.65	New Alfalfa Irr acres =	12.18

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2006	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	626.19	219.17	140.27	116.42	101.85	0.10	1053.59		179.60	17.36	84.49	0.00	0.00	*	12.18	0.00	17.36		
May	0.00	0.00	1324.78	463.67	296.75	246.30	164.76	0.54	304.64		179.60	97.13	67.63	0.00	0.00	*	12.18	0.00	97.13		
Jun	0.00	0.00	1562.80	546.98	350.07	290.56	182.38	0.72	254.19	*	179.60	128.86	53.51	0.35	152.90	*	12.18	4.26	133.13		
Jul	0.00	0.00	956.05	334.62	214.16	177.75	114.55	0.42	273.28		179.60	75.28	39.27	0.42	93.68		12.18	5.10	80.39		
Aug	0.00	0.00	848.34	296.92	190.03	157.72	79.83	0.52	154.50	*	179.60	79.83	0.00	0.52	0.00	*	12.18	0.00	79.83		
Sep	0.00	0.00	442.32	154.81	99.08	82.24	47.56	0.23	206.78	*	179.60	41.31	6.25	0.23	27.18	*	12.18	2.80	44.11		
Oct	0.00	0.00	802.82	280.99	179.83	149.26	143.48	0.04	3742.98		179.60	6.88	136.60	0.04	3563.37		12.18	0.47	7.35		
									Crop SW CU (ac-ft)			446.66			Crop SW CU (ac-ft)			12.63	459	19	**478**

2006 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	150.77
Small Grain	18.18	Small Grain Irr acres =	0.00
Alfalfa	30.70	Alfalfa Irr acres =	150.77

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2006	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	626.19	219.17	140.27	116.42	116.42	0.10	1204.36		150.77	14.57			
May	726.56	244.12	1324.78	463.67	452.99	375.98	375.98	0.54	695.19		150.77	81.54			
Jun	225.72	75.84	1562.80	546.98	398.61	330.84	330.84	0.72	461.11		150.77	108.18			
Jul	75.27	25.29	956.05	334.62	230.34	191.18	191.18	0.42	456.10		150.77	63.20			
Aug	5.06	1.70	848.34	296.92	191.12	158.63	158.63	0.52	307.02		150.77	77.90			
Sep	101.16	33.99	442.32	154.81	120.83	100.29	100.29	0.23	436.05		150.77	34.68			
Oct	75.37	25.32	802.82	280.99	196.04	162.71	162.71	0.04	4244.68		150.77	5.78			
									Crop SW CU (ac-ft)			385.85	385.85	0	**386**

2007 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	191.60
Small Grain	17.69	Small Grain Irr acres =	0.00
Alfalfa	31.69	Alfalfa Irr acres =	167.27
New Alfalfa	21.34	New Alfalfa Irr acres =	24.35

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2007	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	801.33	280.47	179.50	148.98	133.77	0.09	1500.20		167.27	14.91	118.85	0.00	0.00	*	24.35	0.00	14.91		
May	0.00	0.00	1057.21	370.02	236.82	196.56	123.61	0.43	289.14		167.27	71.51	52.10	0.00	0.00	*	24.35	0.00	71.51		
Jun	0.00	0.00	1555.86	544.55	348.51	289.27	174.65	0.67	260.03		167.27	112.35	62.30	0.33	191.22	*	24.35	7.93	120.28		
Jul	0.00	0.00	1761.35	616.47	394.54	327.47	249.83	0.46	549.07		167.27	76.11	173.72	0.46	381.81		24.35	11.08	87.19		
Aug	0.00	0.00	2132.26	746.29	477.63	396.43	296.46	0.59	506.05		167.27	97.99	198.47	0.59	338.79		24.35	14.27	112.26		
Sep	0.00	0.00	796.77	278.87	178.48	148.14	106.90	0.24	442.33		167.27	40.42	66.47	0.24	275.07		24.35	5.89	46.31		
Oct	0.00	0.00	1354.73	474.16	303.46	251.87	222.72	0.17	1303.73		167.27	28.57	194.15	0.17	1136.46		24.35	4.16	32.73		
									Crop SW CU (ac-ft)			441.86			Crop SW CU (ac-ft)			43.33	485	0	**485**

2007 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	170.64
Small Grain	17.69	Small Grain Irr acres =	0.00
Alfalfa	31.69	Alfalfa Irr acres =	170.64

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2007	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	801.33	280.47	179.50	148.98	148.98	0.09	1670.84		170.64	15.22			
May	277.69	93.30	1057.21	370.02	296.53	246.12	246.12	0.43	575.72		170.64	72.95			
Jun	495.88	166.62	1555.86	544.55	455.15	377.77	377.77	0.67	562.44		170.64	114.61			
Jul	0.00	0.00	1761.35	616.47	394.54	327.47	327.47	0.46	719.71		170.64	77.64			
Aug	0.00	0.00	2132.26	746.29	477.63	396.43	396.43	0.59	676.69		170.64	99.97			
Sep	0.00	0.00	796.77	278.87	178.48	148.14	148.14	0.24	612.97		170.64	41.24			
Oct	0.00	0.00	1354.73	474.16	303.46	251.87	251.87	0.17	1474.37		170.64	29.15			
									Crop SW CU (ac-ft)			450.77	450.77	0	**451**

2008 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	191.42
Small Grain	17.35	Small Grain Irr acres =	0.00
Alfalfa	31.14	Alfalfa Irr acres =	154.94
New Alfalfa	20.69	New Alfalfa Irr acres =	36.48

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2008	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00															
Dec	0.00	0.00			0.00	0.00															
Jan	0.00	0.00			0.00	0.00															
Feb	0.00	0.00			0.00	0.00															
Mar	0.00	0.00			0.00	0.00															
Apr	0.00	0.00	297.53	104.14	66.65	55.32	38.17	0.09	424.12		154.94	13.94	24.23	0.00	0.00	*	36.48	0.00			13.94
May	0.00	0.00	1785.15	624.80	399.87	331.90	247.44	0.44	558.13		154.94	68.69	178.75	0.00	0.00	*	36.48	0.00			68.69
Jun	0.00	0.00	1630.44	570.65	365.22	303.13	175.49	0.67	261.92		154.94	103.81	71.68	0.33	215.59		36.48	12.13			115.94
Jul	0.00	0.00	2075.73	726.51	464.96	385.92	292.73	0.49	598.42		154.94	75.79	216.94	0.49	443.49		36.48	17.85			93.64
Aug	0.00	0.00	1889.28	661.25	423.20	351.25	264.26	0.46	578.66		154.94	70.75	193.50	0.46	423.73		36.48	16.66			87.42
Sep	0.00	0.00	1276.78	446.87	286.00	237.38	177.53	0.31	565.07		154.94	48.68	128.85	0.31	410.14		36.48	11.46			60.14
Oct	0.00	0.00	486.55	170.29	108.99	90.46	65.22	0.13	492.20		154.94	20.53	44.69	0.13	337.27		36.48	4.83			25.36
									Crop SW CU (ac-ft)			402.19			Crop SW CU (ac-ft)			62.94	465	0	**465**

2008 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	190.51
Small Grain	17.35	Small Grain Irr acres =	0.00
Alfalfa	31.14	Alfalfa Irr acres =	190.51

Ditch Loss =	0.36	Irrigation eff. =	0.83

0.283333333 0.35

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2008	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 33.6% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00			0.00	0.00	0.00								
Apr	0.00	0.00	297.53	104.14	66.65	55.32	55.32	0.09	614.63		190.51	17.15			
May	545.46	183.27	1785.15	624.80	517.17	429.25	429.25	0.44	968.23		190.51	84.46			
Jun	647.81	217.66	1630.44	570.65	504.52	418.75	418.75	0.67	625.01		190.51	127.64			
Jul	512.54	172.21	2075.73	726.51	575.18	477.40	477.40	0.49	975.94		190.51	93.19			
Aug	0.00	0.00	1889.28	661.25	423.20	351.25	351.25	0.46	769.17		190.51	87.00			
Sep	0.00	0.00	1276.78	446.87	286.00	237.38	237.38	0.31	755.58		190.51	59.85			
Oct	0.00	0.00	486.55	170.29	108.99	90.46	90.46	0.13	682.71		190.51	25.24			
									Crop SW CU (ac-ft)			494.53	494.53	0	**495**

2009 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	191.24
Small Grain	17.82	Small Grain Irr acres =	0.00
Alfalfa	29.94	Alfalfa Irr acres =	142.64
New Alfalfa	19.34	New Alfalfa Irr acres =	48.60

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2009	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	218.19	76.37	48.87	40.57	27.90	0.00	0.00	*	48.60	0.00	27.90	0.05	597.83		142.64	6.66			6.66
May	0.00	0.00	2013.25	704.64	450.97	374.30	220.04	0.00	0.00	*	48.60	0.00	220.04	0.57	387.16		142.64	81.07			81.07
Jun	0.00	0.00	1217.87	426.25	272.80	226.43	80.98	0.27	303.67		48.60	12.96	68.02	0.54	126.94		142.64	68.02			80.98
Jul	0.00	0.00	1711.36	598.98	383.34	318.18	164.13	0.57	289.22		48.60	27.58	136.55	0.57	240.62		142.64	80.95			108.53
Aug	0.00	0.00	1910.71	668.75	428.00	355.24	225.40	0.48	471.22		48.60	23.25	202.15	0.48	422.62		142.64	68.23			91.48
Sep	0.00	0.00	393.33	137.67	88.11	73.13	3.91	0.26	15.34		48.60	3.91	0.00	0.26	0.00		142.64	0.00			3.91
Oct	0.00	0.00	324.90	113.72	72.78	60.41	48.42	0.04	1096.23		48.60	2.15	46.27	0.04	1047.63		142.64	6.30			8.45
									Crop SW CU (ac-ft)			69.84			Crop SW CU (ac-ft)			311.22	381	0	**381**

2009 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	17.82	Small Grain Irr acres =	0.00
Alfalfa	29.94	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2009	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	49.59	21.82	218.19	76.37	62.84	52.16	52.16	0.05	1117.64		271.44	12.67			
May	1128.41	370.12	2013.25	704.64	687.84	570.91	570.91	0.57	1004.53		271.44	154.27			
Jun	559.35	183.47	1217.87	426.25	390.22	323.88	323.88	0.54	604.45		271.44	145.45			
Jul	142.81	46.84	1711.36	598.98	413.32	343.06	343.06	0.57	604.51		271.44	154.04			
Aug	0.00	0.00	1910.71	668.75	428.00	355.24	355.24	0.48	742.66		271.44	129.84			
Sep	0.00	0.00	393.33	137.67	88.11	73.13	73.13	0.26	286.78		271.44	69.22			
Oct	0.00	0.00	324.90	113.72	72.78	60.41	60.41	0.04	1367.67		271.44	11.99			
									Crop SW CU (ac-ft)			677.47	677	0	**677**

2010 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	20.66	Small Grain Irr acres =	142.64
Alfalfa	34.93	Alfalfa Irr acres =	97.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2010	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	456.21	159.67	102.19	84.82	72.98	0.08	867.11		97.19	8.18	64.80	0.00	15552.42		142.64	0.59	7		
May	0.00	0.00	2568.63	899.02	575.37	477.56	386.22	0.49	792.24		97.19	47.38	338.84	0.19	1745.08		142.64	27.70	64		
Jun	0.00	0.00	2055.90	719.57	460.52	382.23	194.30	0.77	252.61		97.19	74.76	119.54	0.63	188.75		142.64	90.34	141		
Jul	0.00	0.00	1658.01	580.30	371.39	308.26	165.66	0.51	328.04		97.19	49.08	116.58	0.56	208.49		142.64	79.76	110		
Aug	0.00	0.00	1259.42	440.80	282.11	234.15	115.56	0.56	208.22		97.19	53.94	61.62	0.33	186.73		142.64	47.07	86		
Sep	0.00	0.00	745.20	260.82	166.92	138.55	90.87	0.36	255.36		97.19	34.58	56.28	0.00	0.00	*	142.64	0.00	29		
Oct	0.00	0.00	28.96	10.14	6.49	5.38	0.00	0.15	0.00		97.19	0.00	0.00	0.00	0.00	*	142.64	0.00	0		
									Crop SW CU (ac-ft)			267.92			Crop SW CU (ac-ft)			245.46	437	91	**528**

2010 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	20.66	Small Grain Irr acres =	137.44
Alfalfa	34.93	Alfalfa Irr acres =	134.00

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 2010	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	35.70	15.71	456.21	159.67	112.24	93.16	93.16	0.08	1106.88		134.00	11.28	81.88	0.00	19652.24		134.00	0.56			12
May	1112.15	364.79	2568.63	899.02	808.84	671.33	671.33	0.49	1377.09		134.00	65.33	606.01	0.19	3121.07		134.00	26.02			91
Jun	612.31	200.84	2055.90	719.57	589.06	488.92	488.92	0.77	635.65		134.00	103.07	385.85	0.63	609.24		134.00	84.87			188
Jul	0.00	0.00	1658.01	580.30	371.39	308.26	308.26	0.51	610.41		134.00	67.67	240.59	0.56	430.26		134.00	74.93			143
Aug	0.00	0.00	1259.42	440.80	282.11	234.15	234.15	0.56	421.89		134.00	74.37	159.78	0.33	484.19		134.00	44.22			119
Sep	0.00	0.00	745.20	260.82	166.92	138.55	138.55	0.36	389.36		134.00	47.68	90.87	0.00	0.00	*	134.00	0.00			48
Oct	0.00	0.00	28.96	10.14	6.49	5.38	5.38	0.15	35.11	*	134.00	5.38	0.00	0.00	0.00	*	134.00	0.00			5
									Crop SW CU (ac-ft)			374.78			Crop SW CU (ac-ft)			230.59	605	0	**605**

2011 CALCULATION OF CROP CONSUMPTIVE USE
ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	21.45	Small Grain Irr acres =	0.00
Alfalfa	34.89	Alfalfa Irr acres =	97.19
New Alfalfa	23.86	New Alfalfa Irr acres =	142.64

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2011	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	637.70	223.20	142.84	118.56	106.95	0.00	0.00	*	142.64	0.00	106.95	0.09	1234.01		97.19	8.42	8.42		
May	0.00	0.00	1184.15	414.45	265.25	220.16	160.19	0.00	0.00	*	142.64	0.00	160.19	0.45	357.97		97.19	43.49	43.49		
Jun	0.00	0.00	3005.00	1051.75	673.12	558.69	405.31	0.38	1080.83		142.64	53.49	351.82	0.76	462.92		97.19	73.86	127.35		
Jul	0.00	0.00	901.10	315.39	201.85	167.53	0.00	0.64	0.00		142.64	0.00	0.00	0.64	0.00		97.19	0.00	0.00		
Aug	0.00	0.00	843.38	295.18	188.92	156.80	0.00	0.59	0.00		142.64	0.00	0.00	0.59	0.00		97.19	0.00	0.00		
Sep	0.00	0.00	442.72	154.95	99.17	82.31	10.83	0.26	41.13		142.64	10.83	0.00	0.26	0.00		97.19	0.00	10.83		
Oct	0.00	0.00	779.12	272.69	174.52	144.85	112.96	0.12	961.36		142.64	16.76	96.20	0.12	818.72		97.19	11.42	28.18		
									Crop SW CU (ac-ft)			81.08			Crop SW CU (ac-ft)			137.20	218	78	**296**

2011 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	271.44
Small Grain	21.45	Small Grain Irr acres =	0.00
Alfalfa	34.89	Alfalfa Irr acres =	134.00
New Alfalfa	23.86	New Alfalfa Irr acres =	137.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 2011	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	637.70	223.20	408.13	338.75	338.75	0.00	0.00	*	137.44	0.00	338.75	0.09	3908.61		134.00	11.61			11.61
May	72.60	23.81	1184.15	414.45	773.10	641.67	641.67	0.00	0.00	*	137.44	0.00	641.67	0.45	1433.90		134.00	59.97			59.97
Jun	657.93	215.80	3005.00	1051.75	2061.31	1710.89	1710.89	0.38	4562.37		137.44	51.54	1659.35	0.76	2183.35		134.00	101.84			153.38
Jul	181.49	59.53	901.10	315.39	614.80	510.29	510.29	0.64	796.29		137.44	88.08	422.21	0.64	658.85		134.00	85.87			173.95
Aug	0.00	0.00	843.38	295.18	539.76	448.00	448.00	0.59	757.19		137.44	81.32	366.68	0.59	619.75		134.00	79.28			160.60
Sep	0.00	0.00	442.72	154.95	283.34	235.17	235.17	0.26	893.06		137.44	36.19	198.98	0.26	755.62		134.00	35.29			71.48
Oct	0.00	0.00	779.12	272.69	498.64	413.87	413.87	0.12	3522.29		137.44	16.15	397.72	0.12	3384.85		134.00	15.75			31.89
									Crop SW CU (ac-ft)			273.28			Crop SW CU (ac-ft)			389.61	663	0	**663**

2012 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	20.50	Small Grain Irr acres =	0.00
Alfalfa	35.01	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch													
Year 2012	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	1524.32	533.51	341.45	283.40	267.94	0.07	4019.09	*	239.83	15.99			
May	0.00	0.00	1485.44	519.90	332.74	276.17	172.29	0.48	359.56	*	239.83	114.92			
Jun	0.00	0.00	842.00	294.70	188.61	156.54	0.00	0.84	0.00		239.83	0.00			
Jul	0.00	0.00	722.19	252.77	161.77	134.27	0.00	0.59	0.00		239.83	0.00			
Aug	0.00	0.00	313.59	109.76	70.24	58.30	0.00	0.53	0.00		239.83	0.00			
Sep	0.00	0.00	459.97	160.99	103.03	85.52	51.84	0.25	211.61		239.83	51.84			
Oct	0.00	0.00	561.33	196.47	125.74	104.36	82.26	0.16	511.45		239.83	38.57			
									Crop SW CU (ac-ft)			221.32	221	349	**570**

2012 CALCULATION OF CROP CONSUMPTIVE USE
ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	20.50	Small Grain Irr acres =	134.00
Alfalfa	35.01	Alfalfa Irr acres =	137.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 2012	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated New per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated ifSmall Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	252.90	111.28	1524.32	533.51	412.66	342.51	342.51	0.07	5137.67		137.44	9.16	333.35	0.05	7273.06		137.44	6.30	15.46		
May	487.94	160.04	1485.44	519.90	435.17	361.19	361.19	0.48	753.78		137.44	65.86	295.33	0.28	1067.46		137.44	38.03	103.88		
Jun	0.00	0.00	842.00	294.70	188.61	156.54	156.54	0.84	186.92		137.44	115.11	41.44	0.77	53.82		137.44	41.44	156.54		
Jul	0.00	0.00	722.19	252.77	161.77	134.27	134.27	0.59	228.54		137.44	80.75	53.52	0.51	105.47		137.44	53.52	134.27		
Aug	0.00	0.00	313.59	109.76	70.24	58.30	58.30	0.53	109.83		137.44	58.30	0.00	0.11	0.00		137.44	0.00	58.30		
Sep	0.00	0.00	459.97	160.99	103.03	85.52	85.52	0.25	349.05		137.44	33.67	51.84	0.00	0.00	*	137.44	0.00	33.67		
Oct	0.00	0.00	561.33	196.47	125.74	104.36	104.36	0.16	648.89		137.44	22.10	82.26	0.00	0.00	*	137.44	0.00	22.10		
									Crop SW CU (ac-ft)			384.95			Crop SW CU (ac-ft)			139.29	524	0	**524**

2013 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	132.35
Small Grain	18.93	Small Grain Irr acres =	0.00
Alfalfa	32.17	Alfalfa Irr acres =	132.35

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2013	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	1524.32	533.51	341.45	283.40	271.70	0.09	3018.84		132.35	11.91			
May	0.00	0.00	1485.44	519.90	332.74	276.17	210.27	0.51	415.01		132.35	67.06			
Jun	0.00	0.00	832.58	291.40	186.50	154.79	0.00	0.78	0.00		132.35	0.00			
Jul	0.00	0.00	305.06	106.77	68.33	56.72	0.00	0.54	0.00		132.35	0.00			
Aug	0.00	0.00	386.78	135.37	86.64	71.91	0.00	0.50	0.00		132.35	0.00			
Sep	0.00	0.00	815.22	285.33	182.61	151.57	107.65	0.17	642.68		132.35	22.17			
Oct	0.00	0.00	922.33	322.82	206.60	171.48	147.45	0.09	1608.50		132.35	12.13			
									Crop SW CU (ac-ft)			113.27	113	150	**264**

2013 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	262.19
Small Grain	18.93	Small Grain Irr acres =	0.00
Alfalfa	32.17	Alfalfa Irr acres =	130.07
New Alfalfa	20.13	New Alfalfa Irr acres =	132.12

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch																		
Year 2013	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	1524.32	533.51	341.45	283.40	283.40	0.00	0.00	*	132.12	0.00	283.40	0.09	3148.91		130.07	11.71			11.71
May	243.57	79.89	1485.44	519.90	383.87	318.61	318.61	0.00	0.00	*	132.12	0.00	318.61	0.51	628.84		130.07	65.90			65.90
Jun	0.00	0.00	892.58	312.40	199.94	165.95	165.95	0.38	440.57		132.12	49.77	116.18	0.78	148.48		130.07	116.18			165.95
Jul	0.00	0.00	305.06	106.77	68.33	56.72	56.72	0.54	104.55		132.12	56.72	0.00	0.54	0.00		130.07	0.00			56.72
Aug	0.00	0.00	386.78	135.37	86.64	71.91	71.91	0.50	144.06		132.12	65.95	5.96	0.50	11.94		130.07	5.96			71.91
Sep	0.00	0.00	315.22	110.33	70.61	58.61	58.61	0.17	349.88		132.12	22.13	36.48	0.17	217.76		130.07	21.79			43.92
Oct	0.00	0.00	922.33	322.82	206.60	171.48	171.48	0.09	1870.69		132.12	12.11	159.37	0.09	1738.57		130.07	11.92			24.03
									Crop SW CU (ac-ft)			206.67			Crop SW CU (ac-ft)			233.46	440	0	**440**

2014 CALCULATION OF CROP CONSUMPTIVE USE
ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	239.83
Small Grain	18.96	Small Grain Irr acres =	0.00
Alfalfa	33.52	Alfalfa Irr acres =	142.64
New Alfalfa	22.55	New Alfalfa Irr acres =	97.19

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch																		
Year 2014	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (New Alfalfa) (ft)	Maximum Acres Irrigated if New Alfalfa Irr		Actual Acres Irrigated New Alfalfa per Records	Crop CU (ac-ft)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00														
Dec	0.00	0.00			0.00	0.00	0.00														
Jan	0.00	0.00			0.00	0.00	0.00														
Feb	0.00	0.00			0.00	0.00	0.00														
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00														
Apr	0.00	0.00	716.36	250.73	160.46	133.19	108.30	0.00	0.00	*	97.19	0.00	108.30	0.09	1181.49		142.64	13.08	13.08		
May	0.00	0.00	2123.97	743.39	475.77	394.89	268.90	0.00	0.00	*	97.19	0.00	268.90	0.46	579.31		142.64	66.21	66.21		
Jun	0.00	0.00	1225.41	428.89	274.49	227.83	36.46	0.35	105.44		97.19	33.61	2.85	0.71	4.04		142.64	2.85	36.46		
Jul	0.00	0.00	1372.58	480.40	307.46	255.19	116.98	0.51	229.75		97.19	49.49	67.50	0.51	132.56		142.64	67.50	116.98		
Aug	0.00	0.00	986.20	345.17	220.91	183.35	49.67	0.49	100.85		97.19	47.87	1.80	0.49	3.66		142.64	1.80	49.67		
Sep	0.00	0.00	332.83	116.49	74.55	61.88	0.00	0.38	0.00		97.19	0.00	0.00	0.38	0.00		142.64	0.00	0.00		
Oct	0.00	0.00	48.40	16.94	10.84	9.00	0.00	0.15	0.00		97.19	0.00	0.00	0.15	0.00		142.64	0.00	0.00		
									Crop SW CU (ac-ft)			130.96			Crop SW CU (ac-ft)			151.44	282	62	**344**

2014 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	271.44
Small Grain	18.96	Small Grain Irr acres =	0.00
Alfalfa	33.52	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2014	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	232.72	102.40	716.36	250.73	226.00	187.58	187.58	0.09	2046.31		271.44	24.88			
May	930.08	305.07	2123.97	743.39	671.01	556.94	556.94	0.46	1199.87		271.44	125.99			
Jun	447.00	146.62	1225.41	428.89	368.33	305.71	305.71	0.71	433.63		271.44	191.37			
Jul	0.00	0.00	1372.58	480.40	307.46	255.19	255.19	0.51	501.19		271.44	138.21			
Aug	0.00	0.00	986.20	345.17	220.91	183.35	183.35	0.49	372.29		271.44	133.68			
Sep	0.00	0.00	332.83	116.49	74.55	61.88	61.88	0.38	164.28		271.44	61.88			
Oct	0.00	0.00	48.40	16.94	10.84	9.00	9.00	0.15	58.37	*	271.44	9.00			
									Crop SW CU (ac-ft)			685.01	685	0	**685**

2015 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	16.61	Small Grain Irr acres =	0.00
Alfalfa	31.24	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2015	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	813.24	284.63	182.17	151.20	130.16	0.08	1679.50		239.83	18.59			
May	0.00	0.00	932.25	326.29	208.82	173.32	87.37	0.32	275.90		239.83	75.95			
Jun	0.00	0.00	1779.60	622.86	398.63	330.86	148.55	0.67	221.16		239.83	148.55			
Jul	0.00	0.00	1348.98	472.14	302.17	250.80	115.31	0.50	231.00		239.83	115.31			
Aug	0.00	0.00	433.59	151.76	97.12	80.61	0.00	0.58	0.00	*	239.83	0.00			
Sep	0.00	0.00	173.56	60.75	38.88	32.27	0.00	0.32	0.00	*	239.83	0.00			
Oct	0.00	0.00	279.67	97.88	62.65	52.00	14.22	0.14	102.19		239.83	14.22			
									Crop SW CU (ac-ft)			372.61	373	29	**402**

2015 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	16.61	Small Grain Irr acres =	0.00
Alfalfa	31.24	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch													
Year 2015	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	813.24	284.63	182.17	151.20	151.20	0.08	1950.94		271.44	21.04			
May	0.00	0.00	932.25	326.29	208.82	173.32	173.32	0.32	547.34		271.44	85.96			
Jun	36.30	11.91	1779.60	622.86	406.25	337.19	337.19	0.67	502.02		271.44	182.32			
Jul	658.13	215.87	1348.98	472.14	440.33	365.47	365.47	0.50	732.16		271.44	135.49			
Aug	0.00	0.00	433.59	151.76	97.12	80.61	80.61	0.58	139.99		271.44	80.61			
Sep	0.00	0.00	173.56	60.75	38.88	32.27	32.27	0.32	99.54	*	271.44	32.27			
Oct	0.00	0.00	279.67	97.88	62.65	52.00	52.00	0.14	373.63		271.44	37.78			
									Crop SW CU (ac-ft)			575.46	575	0	**575**

2016 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	219.42
Small Grain	18.36	Small Grain Irr acres =	0.00
Alfalfa	32.42	Alfalfa Irr acres =	219.42

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2016	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	563.31	197.16	126.18	104.73	96.56	0.03	2971.20		219.42	7.13			
May	0.00	0.00	2585.89	905.06	579.24	480.77	385.28	0.38	1013.90		219.42	83.38			
Jun	0.00	0.00	1398.76	489.57	313.32	260.06	71.60	0.75	95.46		219.42	71.60			
Jul	0.00	0.00	1488.42	520.95	333.41	276.73	115.49	0.64	179.98		219.42	115.49			
Aug	0.00	0.00	1045.90	366.07	234.28	194.45	99.39	0.38	262.69		219.42	83.01			
Sep	0.00	0.00	788.84	276.09	176.70	146.66	62.90	0.33	188.70		219.42	62.90			
Oct	0.00	0.00	80.33	28.12	17.99	14.93	0.00	0.19	0.00		219.42	0.00			
									Crop SW CU (ac-ft)			423.51	411	13	**424**

2016 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	251.28
Small Grain	18.36	Small Grain Irr acres =	0.00
Alfalfa	32.42	Alfalfa Irr acres =	251.28

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2016	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	563.31	197.16	126.18	104.73	104.73	0.03	3222.48		251.28	8.17			
May	0.00	0.00	2585.89	905.06	579.24	480.77	480.77	0.38	1265.18		251.28	95.49			
Jun	0.00	0.00	1398.76	489.57	313.32	260.06	260.06	0.75	346.74		251.28	188.46			
Jul	0.00	0.00	1488.42	520.95	333.41	276.73	276.73	0.64	431.26		251.28	161.24			
Aug	0.00	0.00	1045.90	366.07	234.28	194.45	194.45	0.38	513.97		251.28	95.07			
Sep	0.00	0.00	788.84	276.09	176.70	146.66	146.66	0.33	439.98		251.28	83.76			
Oct	0.00	0.00	80.33	28.12	17.99	14.93	14.93	0.19	80.73	*	251.28	14.93			
									Crop SW CU (ac-ft)			647.11	647	0	**647**

2017 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	239.83
Small Grain	16.35	Small Grain Irr acres =	0.00
Alfalfa	29.33	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2017	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	646.62	226.32	144.84	120.22	101.90	0.07	1509.59		239.83	16.19			
May	0.00	0.00	1599.69	559.89	358.33	297.41	196.76	0.37	530.58		239.83	88.94			
Jun	0.00	0.00	1224.81	428.68	274.36	227.72	0.00	0.73	0.00		239.83	0.00			
Jul	0.00	0.00	1374.57	481.10	307.90	255.56	146.08	0.40	362.18		239.83	96.73			
Aug	0.00	0.00	1276.78	446.87	286.00	237.38	98.94	0.51	194.01		239.83	98.94			
Sep	0.00	0.00	939.78	328.92	210.51	174.72	114.55	0.22	516.79		239.83	53.16			
Oct	0.00	0.00	654.56	229.10	146.62	121.70	82.79	0.14	577.60		239.83	34.38			
									Crop SW CU (ac-ft)			388.34	388	0	**388**

2017 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr	FromGIS data: Total Irr acres =	271.44
Small Grain	16.35	Small Grain Irr acres =	0.00
Alfalfa	29.33	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2017	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	119.01	52.36	646.62	226.32	178.36	148.04	148.04	0.07	2193.12		271.44	18.32			
May	809.47	265.51	1599.69	559.89	528.25	438.45	438.45	0.37	1182.34		271.44	100.66			
Jun	551.41	180.86	1224.81	428.68	390.11	323.79	323.79	0.73	444.56		271.44	197.70			
Jul	0.00	0.00	1374.57	481.10	307.90	255.56	255.56	0.40	633.62		271.44	109.48			
Aug	0.00	0.00	1276.78	446.87	286.00	237.38	237.38	0.51	465.45		271.44	138.43			
Sep	0.00	0.00	939.78	328.92	210.51	174.72	174.72	0.22	788.23		271.44	60.17			
Oct	0.00	0.00	654.56	229.10	146.62	121.70	121.70	0.14	849.04		271.44	38.91			
									Crop SW CU (ac-ft)			663.67	664	0	**664**

2018 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	20.47	Small Grain Irr acres =	0.00
Alfalfa	34.14	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch													
Year 2018	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	658.52	230.48	147.51	122.43	95.97	0.10	984.27		239.83	23.38			
May	0.00	0.00	1969.62	689.37	441.19	366.19	216.45	0.55	392.35		239.83	132.31			
Jun	0.00	0.00	875.32	306.36	196.07	162.74	0.00	0.70	0.00		239.83	0.00			
Jul	0.00	0.00	202.91	71.02	45.45	37.73	0.00	0.59	0.00		239.83	0.00			
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.54	0.00	*	239.83	0.00			
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.29	0.00	*	239.83	0.00			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.00	*	239.83	0.00			
									Crop SW CU (ac-ft)			155.69	156	140	**295**

2018 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	20.47	Small Grain Irr acres =	0.00
Alfalfa	34.14	Alfalfa Irr acres =	271.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch													
Year 2018	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	108.95	47.94	658.52	230.48	178.19	147.90	147.90	0.10	1516.89		271.44	26.47			
May	1206.58	395.76	1969.62	689.37	694.48	576.42	576.42	0.55	1044.87		271.44	149.74			
Jun	0.00	0.00	875.32	306.36	196.07	162.74	162.74	0.70	231.66		271.44	162.74			
Jul	0.00	0.00	202.91	71.02	45.45	37.73	37.73	0.59	64.03	*	271.44	37.73			
Aug	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.54	0.00	*	271.44	0.00			
Sep	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.29	0.00	*	271.44	0.00			
Oct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.00	*	271.44	0.00			
									Crop SW CU (ac-ft)			376.67	377	0	**377**

2019 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	18.38	Small Grain Irr acres =	0.00
Alfalfa	30.95	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2019	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated ifAlfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	725.96	254.09	162.62	134.97	126.38	0.06	2022.09		239.83	14.99			
May	0.00	0.00	2268.73	794.06	508.20	421.80	376.68	0.33	1147.24		239.83	78.74			
Jun	0.00	0.00	2237.39	783.09	501.18	415.98	330.19	0.62	529.01		239.83	149.69			
Jul	0.00	0.00	1668.72	584.05	373.79	310.25	224.69	0.62	360.95		239.83	149.29			
Aug	0.00	0.00	1925.98	674.09	431.42	358.08	282.14	0.55	510.67		239.83	132.51			
Sep	0.00	0.00	820.48	287.17	183.79	152.54	107.07	0.33	323.65		239.83	79.34			
Oct	0.00	0.00	76.54	26.79	17.14	14.23	6.21	0.06	106.51		239.83	6.21			
									Crop SW CU (ac-ft)			610.78	611	0	**611**

2019 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	137.44
Small Grain	18.38	Small Grain Irr acres =	0.00
Alfalfa	30.95	Alfalfa Irr acres =	137.44

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2019	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 10% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	529.59	233.02	725.96	254.09	311.75	258.75	258.75	0.06	4140.01		137.44	8.59			
May	1340.85	439.80	2268.73	794.06	789.67	655.42	655.42	0.33	1996.21		137.44	45.13			
Jun	543.48	178.26	2237.39	783.09	615.26	510.67	510.67	0.62	818.16		137.44	85.79			
Jul	97.19	31.88	1668.72	584.05	394.20	327.18	327.18	0.62	525.59		137.44	85.56			
Aug	0.00	0.00	1925.98	674.09	431.42	358.08	358.08	0.55	648.11		137.44	75.94			
Sep	0.00	0.00	820.45	287.16	183.78	152.54	152.54	0.33	461.07		137.44	45.47			
Oct	0.00	0.00	76.54	26.79	17.14	14.23	14.23	0.06	243.95		137.44	8.02			
									Crop SW CU (ac-ft)			354.48	354	0	**354**

2020 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 11 & 12

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	239.83
Small Grain	18.28	Small Grain Irr acres =	0.00
Alfalfa	32.64	Alfalfa Irr acres =	239.83

Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 2		Heads Mill & Irr. Ditch												
Year 2019	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 100% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo) (Minus CU Used for Fields 13 & 14)	Irrigation Demand per Month (Alfalfa) (ft)	Maximum Acres Irrigated if Alfalfa Irr		Actual Acres Irrigated Alfalfa per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00									
Dec	0.00	0.00			0.00	0.00									
Jan	0.00	0.00			0.00	0.00									
Feb	0.00	0.00			0.00	0.00									
Mar	0.00	0.00	0.00	0.00	0.00	0.00									
Apr	0.00	0.00	280.68	98.24	62.87	52.18	45.17	0.11	426.82		239.83	25.38			
May	0.00	0.00	3599.97	1259.99	806.39	669.31	600.54	0.54	1122.51		239.83	128.31			
Jun	0.00	0.00	1144.96	400.74	256.47	212.87	51.36	0.66	78.02		239.83	51.36			
Jul	0.00	0.00	379.18	132.71	84.94	70.50	0.00	0.49	0.00		239.83	0.00			
Aug	0.00	0.00	92.75	32.46	20.78	17.24	0.00	0.54	0.00		239.83	0.00			
Sep	0.00	0.00	151.14	52.90	33.86	28.10	28.10	0.24	119.57		239.83	28.10			
Oct	0.00	0.00	2.14	0.75	0.48	0.40	0.40	0.16	2.57		239.83	0.40			
									Crop SW CU (ac-ft)			233.55	234	189	**423**

2020 CALCULATION OF CROP CONSUMPTIVE USE

ALPHA FARMS FIELD 13 & 14

Crop Type	CU Inches/yr		
		FromGIS data: Total Irr acres =	271.44
Small Grain	18.28	Small Grain Irr acres =	271.44
Alfalfa	32.64	Alfalfa Irr acres =	0.00

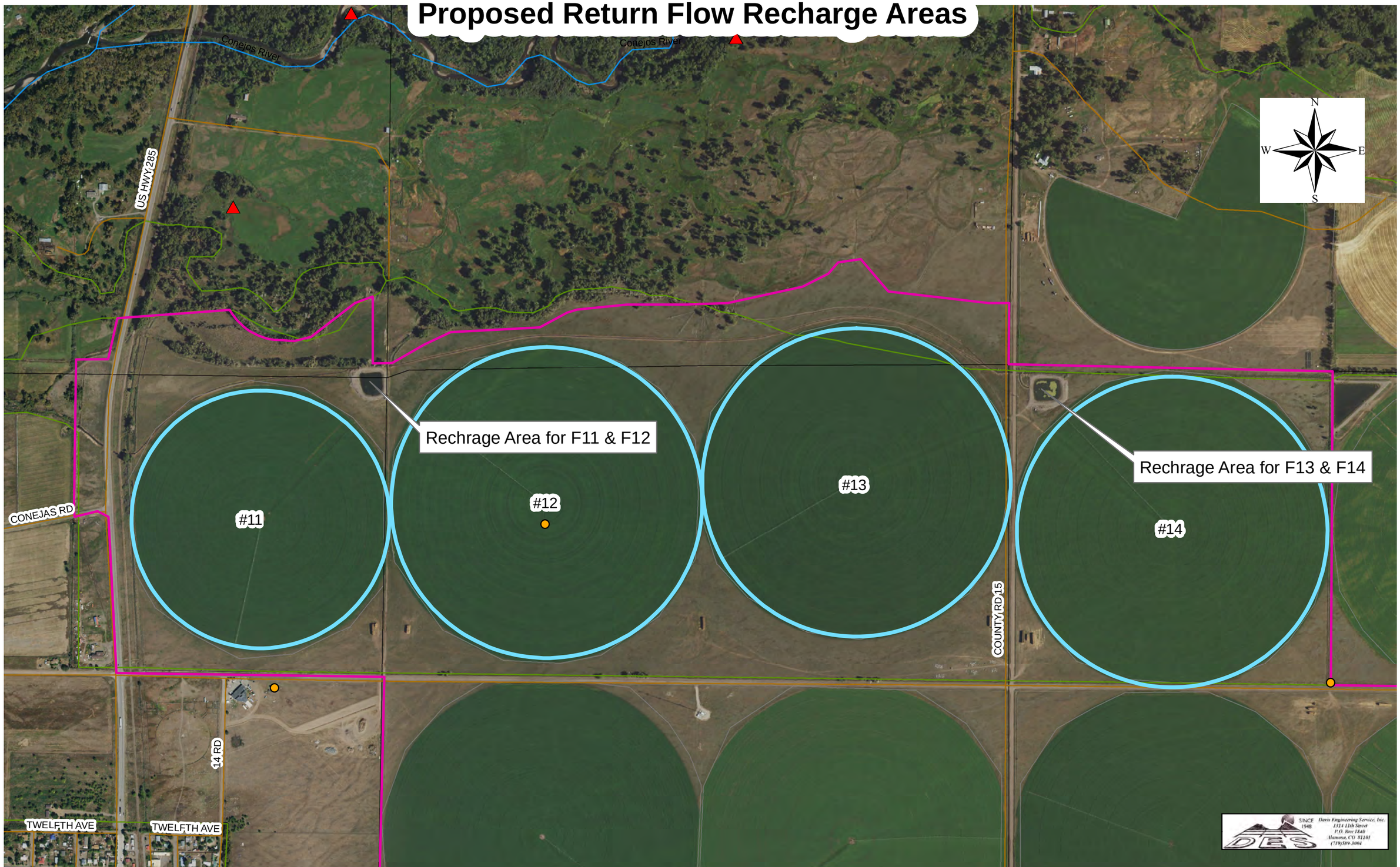
Ditch Loss =	0.36	Irrigation eff. =	0.83

	J.F. Chacon No. 3		Heads Mill & Irr. Ditch												
Year 2019	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch ±32.8% (ac-ft/mo)	Total Diverted to Ditch (ac-ft/mo)	Ownership in Ditch 35% (ac-ft/mo)	Water Delivered to Field After 36% Ditch Loss (ac-ft/mo)	Residual After Reduction for 83% Irrigation efficiency (ac-ft/mo)	Water Available for CU Calculation (ac-ft/mo)	Irrigation Demand per Month (Small Grain) (ft)	Maximum Acres Irrigated if Small Grain Irr		Actual Acres Irrigated Small Grain per Records	Crop CU (ac-ft)	Total Surface Water CU (ac-ft)	Groundwater CU (ac-ft.)	Total CU (ac-ft)
Nov	0.00	0.00			0.00	0.00	0.00								
Dec	0.00	0.00			0.00	0.00	0.00								
Jan	0.00	0.00			0.00	0.00	0.00								
Feb	0.00	0.00			0.00	0.00	0.00								
Mar	0.00	0.00	0.00	0.00	0.00	0.00	0.00								
Apr	0.00	0.00	280.68	98.24	62.87	52.18	52.18	0.03	2020.01		271.44	7.01			
May	1665.53	546.29	3599.97	1259.99	1156.02	959.50	959.50	0.25	3787.49		271.44	68.76			
Jun	243.91	80.00	1144.96	400.74	307.67	255.37	255.37	0.60	429.19		271.44	161.51			
Jul	0.00	0.00	379.18	132.71	84.94	70.50	70.50	0.45	158.42		271.44	70.50			
Aug	0.00	0.00	92.75	32.46	20.78	17.24	17.24	0.21	84.12		271.44	17.24			
Sep	0.00	0.00	151.14	52.90	33.86	28.10	28.10	0.00	0.00		271.44	0.00			
Oct	0.00	0.00	2.14	0.75	0.48	0.40	0.40	0.00	0.00		271.44	0.00			
									Crop SW CU (ac-ft)			325.03	325	0	**325**

Attachment 7

Map of Recharge Areas

Proposed Return Flow Recharge Areas



Draft prepared April 19, 2022

Attachment 8

Return Flow Information

F11 & F12 Monthly Total Diversions (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	20.75	72.42	257.41	0.00	0.00	0.00	0.00	350.57
1979	16.74	117.63	243.23	274.07	110.98	0.00	0.00	762.65
1980	8.40	96.89	298.55	296.63	219.51	77.54	0.00	997.53
1981	42.02	153.33	304.09	213.50	48.91	65.19	26.74	853.78
1982	13.15	88.54	229.54	267.24	175.89	40.46	20.73	835.56
1983	0.00	79.46	192.96	312.17	222.73	101.15	30.51	938.98
1984	0.00	178.43	246.08	260.05	162.51	75.89	7.26	930.22
1985	15.01	155.79	285.27	207.96	164.69	24.10	14.59	867.41
1986	15.09	143.34	262.18	201.68	157.89	70.42	14.79	865.39
1987	27.25	179.39	314.88	270.98	65.99	5.52	0.00	864.02
1988	34.32	171.22	292.87	232.62	228.80	82.19	0.00	1042.02
1989	33.87	252.50	285.22	264.82	233.10	0.00	49.65	1119.17
1990	28.75	160.84	343.04	219.50	215.61	0.00	53.61	1021.34
1991	35.28	206.61	296.78	240.33	202.69	135.65	0.00	1117.35
1992	31.39	233.03	275.75	219.18	135.70	146.78	71.21	1113.04
1993	20.04	245.51	309.78	285.03	151.70	124.95	37.13	1174.15
1994	42.69	194.95	358.88	249.73	233.61	112.78	0.00	1192.64
1995	17.47	154.82	269.42	241.38	269.42	114.19	69.08	1135.78
1996	52.47	325.89	204.23	251.69	216.66	43.57	38.94	1133.45
1997	28.53	222.88	221.21	274.15	252.65	117.85	61.61	1178.87
1998	30.69	256.26	325.61	236.73	249.89	149.98	15.54	1264.71
1999	0.00	149.42	10.59	162.87	0.00	98.35	65.29	486.52
2000	16.15	20.11	298.60	205.23	10.96	0.00	30.34	581.39
2001	37.23	199.32	346.27	213.53	173.01	36.17	0.00	1005.53
2002	28.59	0.00	0.00	0.00	0.00	0.00	0.00	28.59
2003	43.81	119.78	0.00	200.38	0.00	101.30	0.00	465.27
2004	0.00	188.45	187.48	205.15	91.46	84.79	30.82	788.15
2005	28.31	183.40	245.13	233.98	166.83	119.55	31.02	1008.21
2006	32.68	182.86	250.62	151.33	150.27	83.04	13.84	864.64
2007	28.08	134.61	226.44	164.13	211.33	87.18	61.62	913.38
2008	26.25	129.31	218.26	176.27	164.56	113.21	47.75	875.61
2009	12.53	152.61	152.45	204.31	172.21	7.36	15.90	717.37
2010	16.52	141.33	310.79	242.55	190.16	65.10	0.00	966.45
2011	15.86	81.88	239.75	0.00	0.00	0.00	53.05	390.53
2012	30.10	216.34	0.00	0.00	0.00	97.60	72.61	416.65
2013	22.42	126.24	0.00	0.00	0.00	41.73	22.84	213.23
2014	24.61	124.64	68.64	220.22	93.51	0.00	0.00	531.62
2015	34.99	142.97	279.64	217.07	0.00	0.00	26.77	701.45
2016	13.42	156.96	134.78	217.41	156.28	118.41	0.00	797.27
2017	30.48	167.43	0.00	182.10	186.27	100.08	64.71	731.06
2018	44.02	249.07	0.00	0.00	0.00	0.00	0.00	293.09
2019	28.22	148.24	281.80	281.05	249.45	149.37	11.70	1149.82
2020	47.78	241.55	96.69	0.00	0.00	52.90	0.75	439.67
Average	**25.02**	**161.54**	**213.14**	**192.95**	**133.38**	**66.15**	**24.66**	**816.84**

F11 & F12 Monthly Ditch Loss (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	7.47	26.07	92.67	0.00	0.00	0.00	0.00	126.21
1979	6.03	42.35	87.56	98.67	39.95	0.00	0.00	274.56
1980	3.03	34.88	107.48	106.79	79.03	27.92	0.00	359.11
1981	15.13	55.20	109.47	76.86	17.61	23.47	9.63	307.36
1982	4.74	31.88	82.63	96.21	63.32	14.57	7.46	300.80
1983	0.00	28.61	69.47	112.38	80.18	36.41	10.98	338.03
1984	0.00	64.24	88.59	93.62	58.50	27.32	2.61	334.88
1985	5.40	56.09	102.70	74.87	59.29	8.68	5.25	312.27
1986	5.43	51.60	94.38	72.61	56.84	25.35	5.33	311.54
1987	9.81	64.58	113.36	97.55	23.76	1.99	0.00	311.05
1988	12.36	61.64	105.43	83.74	82.37	29.59	0.00	375.13
1989	12.19	90.90	102.68	95.34	83.92	0.00	17.88	402.90
1990	10.35	57.90	123.49	79.02	77.62	0.00	19.30	367.68
1991	12.70	74.38	106.84	86.52	72.97	48.83	0.00	402.25
1992	11.30	83.89	99.27	78.90	48.85	52.84	25.64	400.69
1993	7.21	88.38	111.52	102.61	54.61	44.98	13.37	422.69
1994	15.37	70.18	129.20	89.90	84.10	40.60	0.00	429.35
1995	6.29	55.74	96.99	86.90	96.99	41.11	24.87	408.88
1996	18.89	117.32	73.52	90.61	78.00	15.69	14.02	408.04
1997	10.27	80.24	79.63	98.69	90.95	42.42	22.18	424.39
1998	11.05	92.25	117.22	85.22	89.96	53.99	5.60	455.29
1999	0.00	53.79	3.81	58.63	0.00	35.41	23.50	175.15
2000	5.81	7.24	107.50	73.88	3.95	0.00	10.92	209.30
2001	13.40	71.76	124.66	76.87	62.28	13.02	0.00	361.99
2002	10.29	0.00	0.00	0.00	0.00	0.00	0.00	10.29
2003	15.77	43.12	0.00	72.14	0.00	36.47	0.00	167.50
2004	0.00	67.84	67.49	73.86	32.92	30.52	11.09	283.73
2005	10.19	66.02	88.25	84.23	60.06	43.04	11.17	362.96
2006	11.77	65.83	90.22	54.48	54.10	29.89	4.98	311.27
2007	10.11	48.46	81.52	59.09	76.08	31.38	22.18	328.82
2008	9.45	46.55	78.57	63.46	59.24	40.76	17.19	315.22
2009	4.51	54.94	54.88	73.55	61.99	2.65	5.72	258.25
2010	5.95	50.88	111.89	87.32	68.46	23.44	0.00	347.92
2011	5.71	29.48	86.31	0.00	0.00	0.00	19.10	140.59
2012	10.84	77.88	0.00	0.00	0.00	35.14	26.14	149.99
2013	8.07	45.45	0.00	0.00	0.00	15.02	8.22	76.76
2014	8.86	44.87	24.71	79.28	33.66	0.00	0.00	191.38
2015	12.60	51.47	100.67	78.15	0.00	0.00	9.64	252.52
2016	4.83	56.51	48.52	78.27	56.26	42.63	0.00	287.02
2017	10.97	60.27	0.00	65.56	67.06	36.03	23.30	263.18
2018	15.85	89.67	0.00	0.00	0.00	0.00	0.00	105.51
2019	10.16	53.37	101.45	101.18	89.80	53.77	4.21	413.94
2020	17.20	86.96	34.81	0.00	0.00	19.04	0.27	158.28
Average	**9.01**	**58.15**	**76.73**	**69.46**	**48.02**	**23.81**	**8.88**	**294.06**

F11 & F12 Monthly Total Farm Headgate Deliveries (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	13.28	46.35	164.74	0.00	0.00	0.00	0.00	224.37
1979	10.72	75.28	155.67	175.41	71.03	0.00	0.00	488.10
1980	5.38	62.01	191.07	189.84	140.49	49.63	0.00	638.42
1981	26.89	98.13	194.62	136.64	31.30	41.72	17.11	546.42
1982	8.42	56.67	146.91	171.03	112.57	25.90	13.27	534.76
1983	0.00	50.86	123.50	199.79	142.55	64.73	19.52	600.94
1984	0.00	114.20	157.49	166.43	104.01	48.57	4.65	595.34
1985	9.61	99.71	182.57	133.09	105.40	15.42	9.34	555.14
1986	9.66	91.74	167.79	129.08	101.05	45.07	9.47	553.85
1987	17.44	114.81	201.53	173.43	42.23	3.53	0.00	552.97
1988	21.97	109.58	187.44	148.87	146.43	52.60	0.00	666.89
1989	21.68	161.60	182.54	169.49	149.18	0.00	31.78	716.27
1990	18.40	102.93	219.54	140.48	137.99	0.00	34.31	653.66
1991	22.58	132.23	189.94	153.81	129.72	86.82	0.00	715.10
1992	20.09	149.14	176.48	140.27	86.85	93.94	45.58	712.34
1993	12.83	157.13	198.26	182.42	97.09	79.97	23.76	751.45
1994	27.32	124.77	229.68	159.82	149.51	72.18	0.00	763.29
1995	11.18	99.09	172.43	154.48	172.43	73.08	44.21	726.90
1996	33.58	208.57	130.71	161.08	138.66	27.89	24.92	725.41
1997	18.26	142.64	141.57	175.46	161.69	75.42	39.43	754.48
1998	19.64	164.01	208.39	151.51	159.93	95.99	9.95	809.41
1999	0.00	95.63	6.78	104.24	0.00	62.95	41.79	311.37
2000	10.34	12.87	191.11	131.35	7.01	0.00	19.42	372.09
2001	23.82	127.56	221.61	136.66	110.73	23.15	0.00	643.54
2002	18.30	0.00	0.00	0.00	0.00	0.00	0.00	18.30
2003	28.04	76.66	0.00	128.24	0.00	64.83	0.00	297.77
2004	0.00	120.61	119.99	131.30	58.53	54.27	19.72	504.41
2005	18.12	117.37	156.88	149.75	106.77	76.51	19.85	645.26
2006	20.92	117.03	160.39	96.85	96.18	53.14	8.86	553.37
2007	17.97	86.15	144.92	105.04	135.25	55.79	39.44	584.57
2008	16.80	82.76	139.68	112.81	105.32	72.46	30.56	560.39
2009	8.02	97.67	97.57	130.76	110.21	4.71	10.18	459.12
2010	10.57	90.45	198.91	155.23	121.70	41.67	0.00	618.53
2011	10.15	52.40	153.44	0.00	0.00	0.00	33.95	249.94
2012	19.26	138.46	0.00	0.00	0.00	62.46	46.47	266.66
2013	14.35	80.79	0.00	0.00	0.00	26.71	14.62	136.47
2014	15.75	79.77	43.93	140.94	59.84	0.00	0.00	340.24
2015	22.39	91.50	178.97	138.93	0.00	0.00	17.13	448.93
2016	8.59	100.46	86.26	139.14	100.02	75.78	0.00	510.26
2017	19.50	107.15	0.00	116.54	119.21	64.05	41.42	467.88
2018	28.17	159.41	0.00	0.00	0.00	0.00	0.00	187.58
2019	18.06	94.87	180.35	179.87	159.65	95.59	7.49	735.88
2020	30.58	154.59	61.88	0.00	0.00	33.86	0.48	281.39
Average	**16.01**	**103.39**	**136.41**	**123.49**	**85.36**	**42.33**	**15.78**	**522.78**

F11 & F12 Monthly On-Farm Return Flows (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	2.26	7.88	28.01	0.00	0.00	0.00	0.00	38.14
1979	1.82	12.80	26.46	29.82	12.07	0.00	0.00	82.98
1980	0.91	10.54	32.48	32.27	23.88	8.44	0.00	108.53
1981	4.57	16.68	33.08	23.23	5.32	7.09	2.91	92.89
1982	1.43	9.63	24.97	29.08	19.14	4.40	2.26	90.91
1983	0.00	8.65	20.99	33.96	24.23	11.00	3.32	102.16
1984	0.00	19.41	26.77	28.29	17.68	8.26	0.79	101.21
1985	1.63	16.95	31.04	22.63	17.92	2.62	1.59	94.37
1986	1.64	15.60	28.53	21.94	17.18	7.66	1.61	94.15
1987	2.96	19.52	34.26	29.48	7.18	0.60	0.00	94.01
1988	3.73	18.63	31.86	25.31	24.89	8.94	0.00	113.37
1989	3.69	27.47	31.03	28.81	25.36	0.00	5.40	121.77
1990	3.13	17.50	37.32	23.88	23.46	0.00	5.83	111.12
1991	3.84	22.48	32.29	26.15	22.05	14.76	0.00	121.57
1992	3.41	25.35	30.00	23.85	14.76	15.97	7.75	121.10
1993	2.18	26.71	33.70	31.01	16.50	13.59	4.04	127.75
1994	4.65	21.21	39.05	27.17	25.42	12.27	0.00	129.76
1995	1.90	16.84	29.31	26.26	29.31	12.42	7.52	123.57
1996	5.71	35.46	22.22	27.38	23.57	4.74	4.24	123.32
1997	3.10	24.25	24.07	29.83	27.49	12.82	6.70	128.26
1998	3.34	27.88	35.43	25.76	27.19	16.32	1.69	137.60
1999	0.00	16.26	1.15	17.72	0.00	10.70	7.10	52.93
2000	1.76	2.19	32.49	22.33	1.19	0.00	3.30	63.26
2001	4.05	21.69	37.67	23.23	18.82	3.94	0.00	109.40
2002	3.11	0.00	0.00	0.00	0.00	0.00	0.00	3.11
2003	4.77	13.03	0.00	21.80	0.00	11.02	0.00	50.62
2004	0.00	20.50	20.40	22.32	9.95	9.23	3.35	85.75
2005	3.08	19.95	26.67	25.46	18.15	13.01	3.37	109.69
2006	3.56	19.90	27.27	16.46	16.35	9.03	1.51	94.07
2007	3.05	14.65	24.64	17.86	22.99	9.48	6.70	99.38
2008	2.86	14.07	23.75	19.18	17.90	12.32	5.19	95.27
2009	1.36	16.60	16.59	22.23	18.74	0.80	1.73	78.05
2010	1.80	15.38	33.81	26.39	20.69	7.08	0.00	105.15
2011	1.73	8.91	26.08	0.00	0.00	0.00	5.77	42.49
2012	3.27	23.54	0.00	0.00	0.00	10.62	7.90	45.33
2013	2.44	13.73	0.00	0.00	0.00	4.54	2.48	23.20
2014	2.68	13.56	7.47	23.96	10.17	0.00	0.00	57.84
2015	3.81	15.56	30.43	23.62	0.00	0.00	2.91	76.32
2016	1.46	17.08	14.66	23.65	17.00	12.88	0.00	86.74
2017	3.32	18.22	0.00	19.81	20.27	10.89	7.04	79.54
2018	4.79	27.10	0.00	0.00	0.00	0.00	0.00	31.89
2019	3.07	16.13	30.66	30.58	27.14	16.25	1.27	125.10
2020	5.20	26.28	10.52	0.00	0.00	5.76	0.08	47.84
Average	**2.72**	**17.58**	**23.19**	**20.99**	**14.51**	**7.20**	**2.68**	**88.87**

F13 & F14 Monthly Total Diversions (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	42.18	142.12	296.52	187.44	0.00	0.00	0.00	668.27
1979	30.21	182.16	269.31	266.64	201.42	0.00	0.00	949.74
1980	13.54	136.53	314.25	270.82	230.56	125.95	0.00	1091.65
1981	43.47	159.51	287.22	207.26	110.76	87.04	35.70	930.97
1982	14.27	92.53	214.39	239.64	165.77	43.89	22.48	792.96
1983	0.00	68.48	168.47	275.32	195.24	87.31	26.16	820.98
1984	0.00	134.68	203.70	224.50	135.45	49.58	4.74	752.65
1985	7.01	106.86	227.91	170.97	108.59	11.26	6.82	639.42
1986	8.03	109.06	260.18	216.45	138.77	37.48	7.87	777.86
1987	14.99	128.65	321.23	293.78	186.71	70.15	0.00	1015.51
1988	38.66	192.89	329.94	262.06	257.77	123.30	0.00	1204.62
1989	38.36	285.98	323.04	299.93	273.34	130.86	56.24	1407.75
1990	32.73	183.11	390.54	249.89	245.47	101.36	61.04	1264.12
1991	40.38	236.43	339.62	275.02	231.95	155.23	34.02	1312.64
1992	62.33	267.98	317.12	252.06	156.06	168.80	81.90	1306.24
1993	42.44	283.71	357.98	329.38	175.30	144.39	42.90	1376.10
1994	49.57	226.34	416.68	289.94	271.24	130.94	40.26	1424.98
1995	20.38	180.59	314.26	281.55	314.26	133.19	80.58	1324.80
1996	61.48	381.87	373.23	294.93	302.14	128.25	45.63	1587.53
1997	33.58	262.32	354.30	322.67	297.36	138.70	72.52	1481.46
1998	36.28	302.93	384.90	279.84	295.39	187.03	18.37	1504.74
1999	0.00	192.00	370.25	328.02	47.48	154.19	84.95	1176.88
2000	20.54	361.42	400.06	314.96	298.82	91.08	54.78	1541.65
2001	55.04	279.58	420.34	322.44	269.84	209.44	71.09	1627.77
2002	65.00	135.44	48.53	45.89	0.00	0.00	0.00	294.86
2003	46.63	270.38	286.05	309.56	258.62	109.33	69.42	1349.98
2004	0.00	209.62	231.42	183.04	192.90	108.69	31.05	956.72
2005	19.30	125.06	167.16	153.40	113.77	81.53	21.15	681.36
2006	27.44	153.50	203.65	118.97	146.65	65.28	10.88	726.37
2007	28.64	137.33	215.76	146.16	188.19	77.63	54.88	848.60
2008	32.28	159.00	240.29	175.44	163.78	112.67	47.52	930.97
2009	23.85	290.41	273.81	289.99	244.43	130.30	22.57	1275.36
2010	22.28	171.96	353.79	268.45	223.25	89.76	10.14	1139.63
2011	21.86	112.89	286.31	323.31	298.51	132.86	59.28	1235.02
2012	29.11	195.56	294.70	252.77	109.76	63.39	41.61	986.89
2013	22.04	124.06	312.40	106.77	135.37	82.67	45.24	828.57
2014	46.84	237.19	360.25	260.18	251.66	116.49	16.94	1289.55
2015	39.60	161.81	343.22	255.07	151.76	60.75	71.11	1083.32
2016	15.37	179.76	354.78	303.54	178.97	157.68	28.12	1218.21
2017	34.49	189.49	372.17	206.10	260.61	113.27	73.24	1249.38
2018	49.82	281.90	306.36	71.02	0.00	0.00	0.00	709.10
2019	16.17	84.95	161.49	161.06	142.95	85.60	15.09	667.32
2020	13.20	129.45	304.04	132.71	32.46	0.00	0.00	611.87
Average	**29.29**	**191.80**	**297.01**	**237.65**	**186.12**	**95.29**	**34.10**	**1071.26**

F13 & F14 Monthly Ditch Loss (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	15.19	51.16	106.75	67.48	0.00	0.00	0.00	240.58
1979	10.87	65.58	96.95	95.99	72.51	0.00	0.00	341.91
1980	4.87	49.15	113.13	97.49	83.00	45.34	0.00	392.99
1981	15.65	57.42	103.40	74.62	39.87	31.34	12.85	335.15
1982	5.14	33.31	77.18	86.27	59.68	15.80	8.09	285.47
1983	0.00	24.65	60.65	99.12	70.29	31.43	9.42	295.55
1984	0.00	48.49	73.33	80.82	48.76	17.85	1.70	270.95
1985	2.53	38.47	82.05	61.55	39.09	4.05	2.45	230.19
1986	2.89	39.26	93.67	77.92	49.96	13.49	2.83	280.03
1987	5.40	46.31	115.64	105.76	67.21	25.25	0.00	365.58
1988	13.92	69.44	118.78	94.34	92.80	44.39	0.00	433.66
1989	13.81	102.95	116.29	107.98	98.40	47.11	20.25	506.79
1990	11.78	65.92	140.59	89.96	88.37	36.49	21.97	455.08
1991	14.54	85.12	122.26	99.01	83.50	55.88	12.25	472.55
1992	22.44	96.47	114.16	90.74	56.18	60.77	29.48	470.25
1993	15.28	102.13	128.87	118.58	63.11	51.98	15.44	495.40
1994	17.85	81.48	150.00	104.38	97.65	47.14	14.50	512.99
1995	7.34	65.01	113.13	101.36	113.13	47.95	29.01	476.93
1996	22.13	137.47	134.36	106.18	108.77	46.17	16.43	571.51
1997	12.09	94.44	127.55	116.16	107.05	49.93	26.11	533.32
1998	13.06	109.05	138.56	100.74	106.34	67.33	6.61	541.71
1999	0.00	69.12	133.29	118.09	17.09	55.51	30.58	423.68
2000	7.39	130.11	144.02	113.38	107.57	32.79	19.72	554.99
2001	19.81	100.65	151.32	116.08	97.14	75.40	25.59	586.00
2002	23.40	48.76	17.47	16.52	0.00	0.00	0.00	106.15
2003	16.79	97.34	102.98	111.44	93.10	39.36	24.99	485.99
2004	0.00	75.46	83.31	65.90	69.44	39.13	11.18	344.42
2005	6.95	45.02	60.18	55.22	40.96	29.35	7.61	245.29
2006	9.88	55.26	73.31	42.83	52.79	23.50	3.92	261.49
2007	10.31	49.44	77.67	52.62	67.75	27.95	19.76	305.49
2008	11.62	57.24	86.50	63.16	58.96	40.56	17.11	335.15
2009	8.58	104.55	98.57	104.40	87.99	46.91	8.12	459.13
2010	8.02	61.90	127.37	96.64	80.37	32.31	3.65	410.27
2011	7.87	40.64	103.07	116.39	107.46	47.83	21.34	444.61
2012	10.48	70.40	106.09	91.00	39.51	22.82	14.98	355.28
2013	7.93	44.66	112.47	38.44	48.73	29.76	16.29	298.28
2014	16.86	85.39	129.69	93.67	90.60	41.94	6.10	464.24
2015	14.26	58.25	123.56	91.83	54.63	21.87	25.60	390.00
2016	5.53	64.71	127.72	109.27	64.43	56.77	10.12	438.56
2017	12.42	68.22	133.98	74.20	93.82	40.78	26.37	449.78
2018	17.94	101.48	110.29	25.57	0.00	0.00	0.00	255.28
2019	5.82	30.58	58.14	57.98	51.46	30.82	5.43	240.24
2020	4.75	46.60	109.45	47.78	11.69	0.00	0.00	220.27
Average	**10.54**	**69.05**	**106.93**	**85.55**	**67.00**	**34.30**	**12.28**	**385.66**

F13 & F14 Monthly Total Farm Headgate Deliveries (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	27.00	90.96	189.77	119.96	0.00	0.00	0.00	427.69
1979	19.33	116.58	172.36	170.65	128.91	0.00	0.00	607.83
1980	8.66	87.38	201.12	173.32	147.56	80.61	0.00	698.66
1981	27.82	102.09	183.82	132.65	70.89	55.71	22.85	595.82
1982	9.13	59.22	137.21	153.37	106.09	28.09	14.39	507.49
1983	0.00	43.82	107.82	176.21	124.96	55.88	16.75	525.43
1984	0.00	86.20	130.37	143.68	86.69	31.73	3.03	481.70
1985	4.49	68.39	145.86	109.42	69.50	7.21	4.36	409.23
1986	5.14	69.80	166.52	138.53	88.81	23.99	5.04	497.83
1987	9.59	82.34	205.59	188.02	119.49	44.90	0.00	649.92
1988	24.75	123.45	211.16	167.72	164.97	78.91	0.00	770.96
1989	24.55	183.03	206.74	191.96	174.94	83.75	35.99	900.96
1990	20.95	117.19	249.94	159.93	157.10	64.87	39.06	809.04
1991	25.84	151.32	217.36	176.01	148.45	99.35	21.77	840.09
1992	39.89	171.51	202.96	161.32	99.88	108.03	52.41	835.99
1993	27.16	181.57	229.11	210.80	112.19	92.41	27.46	880.70
1994	31.73	144.86	266.67	185.56	173.59	83.80	25.77	911.99
1995	13.04	115.58	201.12	180.19	201.12	85.24	51.57	847.87
1996	39.35	244.40	238.87	188.76	193.37	82.08	29.20	1016.02
1997	21.49	167.89	226.75	206.51	190.31	88.77	46.41	948.13
1998	23.22	193.87	246.34	179.10	189.05	119.70	11.76	963.03
1999	0.00	122.88	236.96	209.93	30.39	98.68	54.37	753.20
2000	13.15	231.31	256.04	201.57	191.24	58.29	35.06	986.66
2001	35.23	178.93	269.02	206.36	172.70	134.04	45.50	1041.78
2002	41.60	86.68	31.06	29.37	0.00	0.00	0.00	188.71
2003	29.84	173.04	183.07	198.12	165.52	69.97	44.43	863.99
2004	0.00	134.16	148.11	117.15	123.45	69.56	19.87	612.30
2005	12.35	80.04	106.98	98.18	72.81	52.18	13.54	436.07
2006	17.56	98.24	130.33	76.14	93.85	41.78	6.96	464.87
2007	18.33	87.89	138.09	93.54	120.44	49.68	35.12	543.10
2008	20.66	101.76	153.79	112.28	104.82	72.11	30.41	595.82
2009	15.26	185.87	175.24	185.59	156.43	83.39	14.44	816.23
2010	14.26	110.05	226.43	171.81	142.88	57.45	6.49	729.36
2011	13.99	72.25	183.24	206.92	191.04	85.03	37.94	790.41
2012	18.63	125.16	188.61	161.77	70.24	40.57	26.63	631.61
2013	14.10	79.40	199.94	68.33	86.64	52.91	28.96	530.28
2014	29.98	151.80	230.56	166.52	161.07	74.55	10.84	825.31
2015	25.35	103.56	219.66	163.25	97.12	38.88	45.51	693.33
2016	9.84	115.04	227.06	194.26	114.54	100.92	17.99	779.65
2017	22.07	121.28	238.19	131.90	166.79	72.49	46.88	799.60
2018	31.89	180.41	196.07	45.45	0.00	0.00	0.00	453.82
2019	10.35	54.37	103.36	103.08	91.49	54.78	9.66	427.09
2020	8.45	82.85	194.59	84.94	20.78	0.00	0.00	391.60
Average	**18.74**	**122.75**	**190.09**	**152.10**	**119.12**	**60.98**	**21.82**	**685.61**

F13 & F14 Monthly On-Farm Return Flows (ac-ft)								
Year	**April**	**May**	**June**	**July**	**August**	**September**	**October**	**Total**
1978	4.59	15.46	32.26	20.39	0.00	0.00	0.00	72.71
1979	3.29	19.82	29.30	29.01	21.91	0.00	0.00	103.33
1980	1.47	14.85	34.19	29.46	25.09	13.70	0.00	118.77
1981	4.73	17.35	31.25	22.55	12.05	9.47	3.88	101.29
1982	1.55	10.07	23.33	26.07	18.04	4.78	2.45	86.27
1983	0.00	7.45	18.33	29.96	21.24	9.50	2.85	89.32
1984	0.00	14.65	22.16	24.43	14.74	5.39	0.52	81.89
1985	0.76	11.63	24.80	18.60	11.81	1.23	0.74	69.57
1986	0.87	11.87	28.31	23.55	15.10	4.08	0.86	84.63
1987	1.63	14.00	34.95	31.96	20.31	7.63	0.00	110.49
1988	4.21	20.99	35.90	28.51	28.04	13.41	0.00	131.06
1989	4.17	31.11	35.15	32.63	29.74	14.24	6.12	153.16
1990	3.56	19.92	42.49	27.19	26.71	11.03	6.64	137.54
1991	4.39	25.72	36.95	29.92	25.24	16.89	3.70	142.81
1992	6.78	29.16	34.50	27.42	16.98	18.37	8.91	142.12
1993	4.62	30.87	38.95	35.84	19.07	15.71	4.67	149.72
1994	5.39	24.63	45.33	31.55	29.51	14.25	4.38	155.04
1995	2.22	19.65	34.19	30.63	34.19	14.49	8.77	144.14
1996	6.69	41.55	40.61	32.09	32.87	13.95	4.96	172.72
1997	3.65	28.54	38.55	35.11	32.35	15.09	7.89	161.18
1998	3.95	32.96	41.88	30.45	32.14	20.35	2.00	163.72
1999	0.00	20.89	40.28	35.69	5.17	16.78	9.24	128.04
2000	2.23	39.32	43.53	34.27	32.51	9.91	5.96	167.73
2001	5.99	30.42	45.73	35.08	29.36	22.79	7.73	177.10
2002	7.07	14.74	5.28	4.99	0.00	0.00	0.00	32.08
2003	5.07	29.42	31.12	33.68	28.14	11.89	7.55	146.88
2004	0.00	22.81	25.18	19.91	20.99	11.83	3.38	104.09
2005	2.10	13.61	18.19	16.69	12.38	8.87	2.30	74.13
2006	2.99	16.70	22.16	12.94	15.95	7.10	1.18	79.03
2007	3.12	14.94	23.47	15.90	20.48	8.45	5.97	92.33
2008	3.51	17.30	26.14	19.09	17.82	12.26	5.17	101.29
2009	2.59	31.60	29.79	31.55	26.59	14.18	2.46	138.76
2010	2.42	18.71	38.49	29.21	24.29	9.77	1.10	123.99
2011	2.38	12.28	31.15	35.18	32.48	14.45	6.45	134.37
2012	3.17	21.28	32.06	27.50	11.94	6.90	4.53	107.37
2013	2.40	13.50	33.99	11.62	14.73	9.00	4.92	90.15
2014	5.10	25.81	39.20	28.31	27.38	12.67	1.84	140.30
2015	4.31	17.61	37.34	27.75	16.51	6.61	7.74	117.87
2016	1.67	19.56	38.60	33.02	19.47	17.16	3.06	132.54
2017	3.75	20.62	40.49	22.42	28.35	12.32	7.97	135.93
2018	5.42	30.67	33.33	7.73	0.00	0.00	0.00	77.15
2019	1.76	9.24	17.57	17.52	15.55	9.31	1.64	72.60
2020	1.44	14.08	33.08	14.44	3.53	0.00	0.00	66.57
Average	**3.19**	**20.87**	**32.32**	**25.86**	**20.25**	**10.37**	**3.71**	**116.55**

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December 17, 2025

via DWR Portal

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: Request for Renewal of Substitute Water Supply Plan 2026/2027 water year for the purpose of temporarily approving the use of a water right for Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise pursuant to section 37-92-308(4), C.R.S., Water Division No. 3.

SWSP ID 9364

Dear Mr. Ullmann,

Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through their respective Water Activity Enterprise ("Subdistrict") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2026 to April 30, 2027. The $300.00 filing fee will be paid through the DWR Portal. A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This will be the fourth year of operation under SWSP ID 9364. RGWCD filed an Application for Change of Water Rights under Case No. 25CW3011 in Water Division No. 3 on behalf of the Subdistrict on December 15, 2025, and the water court has not issued a decree.

This SWSP does not represent all sources of water the Subdistrict will use to remedy injurious depletions and does not limit the other actions being taken by the Subdistrict in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistrict to assure the 2026/2027 Annual Replacement Plan conforms with the requirements of its Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's respective Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Subject Water Rights.

a. Well No. 01, Case No. W-0490, Permit No. 88243-F, 5.57 cfs, 360 acre-feet per year, for the irrigation of up to 160 acres.

b. 2.27 cfs of the decreed amount to the Heads Mill Ditch, Priority No. 2 on the Conejos River, Appropriation Date of June 1, 1855, pursuant to the decree entered on October 22, 1883, for Water District No. 22, historically diverted at the Heads Mill Ditch point of diversion.

c. J.F. Chacon No. 2:

i. 7.54 cfs of Priority No. 44, Appropriation Date of October 15, 1877, pursuant to the decree entered on October 22, 1883, for Water District No. 22; and,

ii. 4.54 cfs of Priority No. 49, Appropriation Date of October 15, 1879, pursuant to the decree entered on October 22, 1883, for Water District No. 22; and,

iii. 1.0 cfs of Priority No. 97, Appropriation Date of May 1, 1884, pursuant to the decree entered on October 3, 1890, for Water District No. 22; and,

iv. 1.0 cfs of Priority No. 142, Appropriation Date of May 15, 1889, pursuant to the decree entered on October 3, 1890, for Water District No. 22.

All historically diverted at the Heads Mill Ditch point of diversion.

II. Project Description.

The Subdistrict will dry-up approximately 221 acres historically irrigated with a combination of surface water and groundwater, known as Field 11 and Field 12. The Subdistrict will use the historical consumptive use credits from this dry-up under an approved Annual Replacement Plan to supply water to remedy injurious depletions in time, location, or amount and/or lease said credits to another subdistrict for the same purpose.

III. Change of Water Right.

An Engineering Report from Davis Engineering is attached as Exhibit B. Note that the Engineering report addresses more water rights and acres than are included in this SWSP request. Only those lands and water rights identified herein are part of this SWSP request.

The Subject Water Rights have historically been used to irrigate Fields 11 and 12, comprised of approximately 221 irrigated acres, located in portions of the NE1/4 of Sec. 20, T33N., R09E., N.M.P.M and the N1/2 of Sec. 21, T33N., R09E, N.M.P.M. See Engineering Report, Table 1. Historical diversions are shown in Tables 2 and 3 of the Engineering Report. Historically irrigated acres and crop type are shown in Table 4 and Table 5 of the Engineering report. The average annual historical consumptive use for the Heads Mill Ditch and J.F. Chacon No. 2 is 433.91 acre-feet. The monthly HCU by year for Fields 11 and 12 is shown in Table 6 of the Engineering Report. In addition, the average annual historical consumptive use from groundwater withdrawals under Well No. 01 is 89 acre-feet. The monthly HCU from groundwater by year is shown in Table 8 of the Engineering Report.

Table 9 of the Engineering Report show the daily allocation of the surface water for Fields 11 and 12. The Table includes three portions of the surface water return flows, ditch loss, and consumptive use credit. Operation under this approved SWSP will involve diverting the return flow (10.88%) and the ditch loss (36%) portions of the daily allocation at the headgate and those portions will be left in the ditch, except that the return flow portions may be run in the farm laterals or otherwise recharged on-site to replicate the historical return flows. The return flow portion of the historical use may also be made up as described in section IV.B, below and that portion of the surface water will remain in the stream and credited towards remedy of injurious depletions. The fields have a supply pond that was previously used to feed the center pivot sprinklers. This pond may be used to recharge the on-farm return flows for fields 11 and 12 and allow the water to return to the Conejos River. See Engineering Report Table 9.

Evaporation will occur when water is diverted into the recharge pond so the Subdistrict will also divert enough water to replace that amount of water lost due to evaporation. Evaporation will be calculated based on the following table for gross evaporation from NOAA evaporation atlas. The subject lands fall within the annual 50-inch evaporation contour. Using DWR monthly percent of evaporation for elevations above 6,500 feet, the monthly evaporation (ac-ft) per acre of water surface is presented in the table below.

Month	Monthly Evap. % (%)	Monthly Evap. (in.)	Daily Evap. (ac-ft/ac)	Daily Evap. (cfs/ac)
April	9%	4.50	0.013	0.006
May	13%	6.25	0.017	0.008
June	16%	7.75	0.022	0.011
July	16%	8.00	0.022	0.011
August	13%	6.50	0.017	0.009
September	11%	5.50	0.015	0.008
October	8%	3.75	0.010	0.005

For a recharge pond with a surface area of 0.75 acres and no vegetation, the resulting amount of water available for augmentation use is estimated in the table below.

Month	April	May	June	July	August	September	October	Total
Average HCU (ac-ft)	13.29	85.81	113.22	102.50	70.85	35.14	13.10	433.91
Evap. (ac-ft)	0.28	0.39	0.48	0.50	0.41	0.34	0.23	2.63
Augmentation (ac-ft)	13.01	85.42	112.74	102.00	70.44	34.80	12.87	431.27

When the monthly consumptive use limits in the table above are reached, any additional priority water may be stored by exchange to Platoro Reservoir for delivery at a later date within the same year, with appropriate transit losses and diverted as with the earlier water deliveries. This will mimic the historical use of the water rights. See Engineering Report Table 9.

The Subdistrict requests that the Subject Water Rights be changed pursuant to this SWSP request to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved Annual Replacement Plan, whether directly, by exchange, or by use of the Rio Grande Compact, and storage by exchange in Platoro, Conejos, Rio Grande, Santa Maria, Continental, and Beaver Reservoirs. No such storage may take place without a separate storage agreement with a reservoir owner.

It is the Subdistrict's understanding that water stored under this SWSP and carried into future years will not require subsequent SWSP requests.

Under the terms requested herein, there will be no injury to any other water rights.

IV. Operation of Plan.

A. Surface Water Portion of the Subject Water Rights.

The surface water portion of the Subject Water Rights is the 433.91 acre-feet of historical consumptive use from the Heads Mill Ditch and the J.F. Chacon No. 2. The Subdistrict will determine the quantity of water available daily by subtracting the total diversion to cover ditch losses and return flows from the amount of water in priority available to the Subdistrict plus any direct flow stored water released or less any direct flow storage stored. The total amount of water available in priority to the Subdistrict will be the pro rata share of the amount of water in priority to the ditch.

> Subdistrict's Priority cfs = (2.27 cfs/15 cfs *Headsmill cfs)+(7.54 cfs/7.54 cfs*JF Chacon Priority 44)+(4.45 cfs/4.54 cfs*JF Chacon2 cfs (Priority 49))+(1 cfs/2cfs*JF Chacon2 cfs (Priority 97))+(1 cfs/2 cfs*JF Chacon2 cfs (Priority 142))

The daily amount of water available as augmentation water for replacement of depletions will be calculated as:

> Augmentation cfs = Subdistrict's Priority cfs + Direct Flow Storage Released cfs – Ditch Loss cfs – Return Flows cfs – Direct Flow Storage Stored cfs

In accord with the Engineering Report, the Subdistrict will continue to divert an instantaneous quantity of water sufficient to meet the ditch loss and return flow components of the surface water rights, except as stated in section IV.B, below. See percentages listed on Page 10 of the Engineering Report. Ditch loss will not be diverted in cases where the ditches are not in priority.

The remainder of the surface water portion of the Subject Water Rights, the historical consumptive use, will be put to beneficial use for the changed uses. When the monthly historical consumptive use limit in Table 6 is reached, water may be exchanged into storage in a reservoir for release later in the same year, with the same losses and obligations. The historical consumptive use may be left in the stream to directly replace injurious depletions under the Subdistrict's approved ARP, exchanged to a reservoir for future release for the same purpose, exchanged up the Conejos to the top of reach 1 to remedy injurious depletions, exchanged up the Rio Grande to remedy injurious depletions, or, with the agreement and consent of the Division Engineer, to pre-pay the Rio Grande Compact for future credit in the same calendar year.

B. Groundwater Portion of the Subject Water Rights.

The groundwater portion of the Subject Water Rights is the 89 acre-feet of historical consumptive use from Well No. 1. Historically, this groundwater portion of the Subject Water Rights was used to supplement the surface water supply when such supply was insufficient for the irrigation of field 12. Engineering Report, Table 8. The groundwater portion of the Subject Water Rights may be used by diverting groundwater directly into an existing on-site small reservoir or recharge pond to replace the return flow component of the surface water rights. As the recharge site is in the same general location of the historical irrigation use, it is assumed the flows returning to the stream will match the historical return

flow pattern in time, location, and amount. If the Subdistrict operates under this alternative, the return flow component of the surface water portion of the Subject Water Rights will be left in the stream for the uses stated in section IV.A, above. The groundwater portion of the Subject Water Rights will not be used to directly replace or remedy injurious stream depletions.

When the groundwater portion of the Subject Water Rights is recharged and used of offset on-farm return flows the daily amount of water available as augmentation water for replacement of depletions will be calculated as:

> Augmentation cfs = Subdistrict's Priority cfs + Direct Flow Storage Released cfs – Ditch Loss cfs – Direct Flow Storage Stored cfs

Consumptive use available in a month shall be prorated based on the amount of water recharged divided by amount of average return flows listed in Table "Monthly On-Farm Return Flows" included in Attachment 8 of the Engineering Report.

Any lease of historical consumptive use credits to another subdistrict will operate in the same manner.

The Subdistrict understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under this SWSP due to evaporation or other factors.

The Subdistrict hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(4), C.R.S.

Very truly yours,

/s Arthur L. Sayre
Subdistrict No. 3
Arthur L. Sayre
Peter J. Ampe

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2026/2027 ARP year for the purpose of changing purpose of use of water rights for Special Improvement District No. 3 of the Rio Grande Water Conservation District pursuant to section 37-92-308(4), C.R.S. upon all parties to Case No. 25CW3011 via CCE and all persons listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (December 17, 2025) this 17th day of December 2025 to the following email addresses:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; epi@riousa.com; coyotegulch@mac.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; Mary.Presecan@LREwater.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; KNEWMYER@HPKWATERLAW.COM; steve@atenciolaw.net; sroberts@spronkwater.com; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; jnslade657@gmail.com; rodney.clark@co.usda.gov; SWSP@troutlaw.com; jdischinger@fwlaw.com; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; trb@tbvs.net; kburgemeister@lawoftherockies.com; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; fuchsranchinc@gmail.com; JEREMY@BOULDERVALLEYRE.COM; whillhouse@hfak.com; whcaile@hollandhart.com; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; dniemela@bbawater.com; mwelsh@elementwaterinc.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; CLINTON@DAVENG.COM; amalotte@bbawater.com; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; STEVE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; thunter@travelin.com; jonathan@ingramdrilling.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; benl@lewicki.biz; DEBORAH.SARASON@STATE.CO.US; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; A700pilot@gmail.com; nicole@nvlangley.net; amr@amr-law.com; lescobar.ana@gmail.com; jeremy@wellsengineering.net; dfisher@hfak.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; 5hearts@q.com; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; kara.sobieski@wilsonwatergroup.com; Kcurtis@DOLORESWATER.COM;

patrick@waterlaw.com; kjcrandall@hollandhart.com; mkobza@bouldercounty.org; pfoster@wrightwater.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; roberta.barela@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; JOAN.CHAVEZ@STATE.CO.US; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; cjjj2003@yahoo.com; mayatk30@gmail.com; kadr@bhgrlaw.com; DURANGOOFFICE@SGM-INC.COM; mparker3113@gmail.com; rkropf@somachlaw.com; cody.steuben@gmail.com; anthonyfarinacci@gmail.com; ryan.unterreiner@state.co.us; elizabeth.joyce@coag.gov; dmr247@gmail.com; andrea.bronson@dgslaw.com; AILIS.THYNE@STATE.CO.US; hayden@erccolorado.net; chris@rgwcd.org; rachel@kullmanwater.com; BECKY.BAILEY@LREWATER.COM; dthompson@somachlaw.com; executivedirector@headwatersalliance.org; MG@BHGRLAW.COM; kelsey.briggs@lrewater.com; OJOHN.KUENHOLD@GMAIL.COM; GMW@BHGRLAW.COM; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; cogreenacres@gmail.com; jon.erickson@state.co.us; kckennedy163@gmail.com; jason.brothers@summitwatereng.com; CHRISTY.WOODWARD@COGA.ORG; wwombacher@nswlaw.com; MATTHEW@MERRILLWATERLAW.COM; TAMMY@PKENTERPRISESINC.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; Heather@slvwcd.org; jmthornton7@msn.com; highpeakswell@gmail.com; willie@mvproduce.com; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; AJONES@PANDREWJONES.COM; stagecoach.office@gmail.com; jason@agro.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org; currantricklaw@gmail.com; bzivkovich@mhfd.org; tarn.udall@coag.gov; thegoldenhoof@icloud.com; ltiedemann@bbawater.com; srsypher@gmail.com; STEVEW@SWWCD.ORG; mneale@fcgov.com; twinpeakllc19@gmail.com; mary.boardman@state.co.us; logan@quantumwaterco.com; joseph_chafey@nps.gov; austin@coloradofb.org; matthewmontgomery@hillandrobbins.com; matt.whittaker@icloud.com; wylie@rgwcd.org; pkbogle@hotmail.com; tdowning@wrightwater.com; mkruse@kruselawpllc.com; Michael@ColoradoRiverEng.com; rpittinger@wrightwater.com; jon@mountainranchandhome.com; news@krcc.org; efahrney@bbawater.com; lakebum60@gmail.com; jallmon@live.com; JWelch@epcor.com; johnsdelatour@gmail.com; sjeffers@lyonsgaddis.com; jpandleah@gmail.com; rose@rgwcd.org; astone@agwt.org; nfillo@fcgov.com; michael.eytel@ae2s.com; april@rgwcd.org; michelle.lanzoni@state.co.us; wadethenderson@gmail.com; pjaacks@bfwlaw.com; patrick@soilhealthservices.com; jimjopustizzi@gmail.com; linda@lcwaterlaw.com; catherine.hunt@state.co.us; angelo@rgwcd.org; btyner@tynerengineering.com; cwoodard@BH-Lawyers.com; evelyn.mcdonald@usdoj.gov; JKIRSCHENBAUM@CHP-LAW.COM; taylor@rgwcd.org; kathi.lapoint@corteva.com; johnj@white-jankowski.com; lratcliff@mbssllp.com; rggarcia3@gmail.com; webb81154@gmail.com; wellinspector@msn.com; eric.peterson@whitesandswater.com; andrewlryder@gmail.com; joe@clearwatercolorado.com; mparsons@chp-law.com; shawcroftbartfarming@gmail.com; katharine.anderson@state.co.us; szilliox@brwncald.com; mail@cjzwaterlaw.com; taosullivan@fredweberinc.com;

tynerrye@gmail.com; adam.kremers@gmail.com; dana.showalter@coag.gov; robert.sakata@state.co.us; don@clearwatercolorado.com; madeline.wilson@colostate.edu; miller@waterexchange.com; aidan.hulting@koaa.com; dstaudt@rjh-consultants.com; kerry.major@state.co.us; clayton@agro.com; austin@waterexchange.com; jessica.valdez@state.co.us; KATHERINE.CARTER@BHGRLAW.COM; madison@quantumwaterco.com; aley@svolgeregroup.com; ALadd@dickinson-wright.com; LRatcliff@somachlaw.com; newearthcolorado@gmail.com; ADAM.CROWDER@STATE.CO.US; cosmo433@gmail.com; pjaacks@jjnrlaw.com; abonatogach@coloradowatertrust.org; sudeefloyd@me.com; AKEHRL@LYONSGADDIS.COM; john@hpkwaterlaw.com; nphelps@schnabel-eng.com; bcrowell@saguachecounty-co.gov

/s Arthur L. Sayre
Arthur L. Sayre
Peter J. Ampe

LEASE AND OPTION TO PURCHASE AGREEMENT

THIS LEASE AND OPTION TO PURCHASE AGREEMENT (this "Agreement") is made this 15 day of April, 2022 (the "Execution Date"), by and between Alpha Hay Farms, LLC. ("Grantor"), and the Rio Grande Water Conservation District, for and on behalf of the Water Activity Enterprise of Special Improvement District No. 3 of the Rio Grande Water Conservation District, a body corporate and politic and a political subdivision of the state of Colorado whose principal address is 8805 Independence Way, Alamosa, Colorado 81101 (the "District"). Grantor and the District may be referred to herein, individually, as a "Party", or, collectively, as the "Parties".

RECITALS

A. **WHEREAS**, Grantor is the owner in fee-simple of certain real property located in Conejos County, Colorado, identified as: Alpha Hay Farm, LLC Fields 11 & 12, located in the NE1/4 of Section 20, Township 33 N., Range 9 E. and the NW1/4 of Section 21, Township 33 N., Range 9 E., N.M.P.M., Conejos County, Colorado, as such lands are shown in the figure attached as Exhibit A (the "Property").

B. **WHEREAS**, the Property includes appurtenant surface water and groundwater rights: Well No. 01, Case No. W-0490, Permit No. 10550-F; 2.35 cfs decreed to the Heads Mill Ditch as Priority No 2 on the Conejos River, Appropriation Date of June 1, 1855 pursuant to the decree entered on 10/22/1883 for Water District No. 22; J.F. Chacon No. 2, Priority No. 44 (7.54 cfs) Appropriation Date of October 15, 1877 pursuant to the decree entered on 10/22/1883 for Water District No. 22, Priority No. 49 (4.54 cfs) Appropriation Date of October 15, 1879 pursuant to the decree entered on 10/22/1883 for Water District No. 22, Priority No. 97 (2.0 cfs) Appropriation Date of May 1, 1884 pursuant to the decree entered on 10/3/1890 for Water District No. 22, and Priority No. 142 (2.0 cfs) Appropriation Date of May 15, 1889 pursuant to the decree entered on 10/3/1890 for Water District No. 22 (the "Water Rights").

C. **WHEREAS**, Grantor desires to sell the Property, including the Water Rights.

D. **WHEREAS**, the District desires to purchase the Property, including the Water Rights; however, the District requires additional time to perform due diligence on the Property prior to purchasing the Property, including, but not limited to, an appraisal, an environmental assessment, title review, and an evaluation of water and water rights appurtenant to or otherwise associated with the Property.

E. **WHEREAS**, Grantor is willing to grant to the District an exclusive, irrevocable option to purchase the Property, including the Water Rights (the "Option"), and Grantor is willing to lease the Property, including the use of the Water Rights, to District so that District may perform due diligence on the Property (the "Diligence Lease").

F. **WHEREAS**, the District desires to purchase the Option from, and enter into the Diligence Lease with, Grantor consistent with and subject to the Terms and Conditions of this Agreement.

NOW THEREFORE, for good consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

The Recitals are hereby incorporated into the Terms and Conditions of this Agreement as if fully set forth herein.

Diligence Lease and Option

1. **Option and Diligence Lease.** Grantor hereby grants the Option and Diligence Lease to the District together with all rights, privileges, easements, and appurtenances belonging to, or in any way pertaining to, the Property.

2. **Option and Diligence Lease Term.** Unless otherwise agreed in writing by the Parties, the term of the Option and the Diligence Lease shall be from the Execution Date until and including December 31, 2022 ("Option and Diligence Lease Term"). During the Option and Diligence Lease Term, the Option shall be irrevocable, and exclusive to the District.

3. **Diligence Lease Rent and Option Price.** The rent for the Diligence Lease and the price for the Option shall be the sum of [redacted] (the "Diligence Lease Rent and Option Price"). The District shall pay the Diligence Lease Rent and Option Price in one-lump sum by check to Grantor within ten (10) business days of the Execution Date. Except for the Diligence Lease Rent and Option Price, no other rent or payment shall be due or payable to Grantor by the District during the Option and Diligence Lease Term.

4. **Full Use and Quiet Enjoyment.** During the Option and Diligence Lease Term, the District, including its agents, employees, and contractors, shall be entitled to the full use and quiet enjoyment of the Property, including the use of the Water Rights, which includes, but is not limited to, the right to enter and access on, above, and under the Property, including any residences or dwellings, fixtures or improvements, including the Water Rights and any related structures, wells, or equipment necessary to divert or operate the Water Rights, for the purposes of performing due diligence, including, but not limited to, inspection of the premises, improvements and fixtures; performing environmental assessments; and evaluation of the water and water rights. The Parties further agree that during the Option and Diligence Lease Term, the District may use the Water Rights as a source of substitute/replacement supply in a replacement plan or plan for augmentation pursuant to a Substitute Water Supply Plan (SWSP) approved by the State and Division Engineers. Unless otherwise agreed to in writing by the Parties, the District shall not file an application concerning the Water Rights in the Water Court for Water Division Three (Rio Grande and Closed Basins) during the Option and Diligence Lease Term.

5. **Damages Liens and Indemnity**. To the extent permitted by law, the District shall indemnify and hold Grantor harmless from and against any and all mechanic's liens, claims, damages, liability, causes of action, judgments, and expenses (including reasonable attorneys' fees and costs) arising from the District's occupancy of the Property during the Diligence Lease Term. The District shall repair any and all damage to the Property arising out of District use and occupancy during the Diligence Lease Term and shall restore the Property to as good a condition as existed on the date immediately preceding the date of such damage, with the exception of the

natural impacts of dry-up on existing vegetation as necessary for use of the Water Rights by the District pursuant to an SWSP. The indemnification and repair obligations set forth in this Section shall survive the closing or the termination of this Agreement. The District shall have no obligation to indemnify, and hold Grantor harmless from any claim, damage, liability, cause of action, judgment, or expense, including mechanic's liens, caused by Grantor's negligence or willful misconduct or any physical condition existing on the Property prior to the District's occupancy of the Property.

6. **Grantor's Disclosures and Due Diligence**. Grantor shall disclose to the District all easements, liens (including, without limitation, governmental improvements approved, but not yet installed), agreements or other title matters (including, without limitation, rights of first refusal, and options) not shown by the public records of which Grantor has actual knowledge concerning the Property, including the Water Rights. Not later than ten (10) business days after the Effective Date, Grantor shall make available for the District's inspection, review and copying, those documents that exist and are within Grantor's possession or control which fall within the types of documents identified in Schedule 1 and are related to the Property (collectively, the "Due Diligence Materials"). Many of the Due Diligence Materials are public records available to the District from the Conejos County Clerk and Recorder or the Colorado Division of Water Resources, and to the extent they are publicly available, Grantor is not required to obtain or otherwise procure copies of those records for the District if they are not already in the possession or control of Grantor. Grantor shall make the Due Diligence Materials available at the Rio Grande Water Conservation District office, or at any other location the parties agree to. If this Agreement terminates prior to closing for any reason, the District shall return the Due Diligence Materials, and any copies thereof, to Grantor as soon as reasonably possible.

7. **Crops.** If there are any crops on the Property at the beginning of the Option and Diligence Lease Term, Grantor shall own the crops. Grantor shall be permitted reasonable access the Property for the purposes of harvesting the crops. Grantor acknowledges and agrees that unless otherwise set forth in a writing between the Parties, Grantor shall cease irrigation of the crops with any water attributable to the Water Rights upon the Execution Date. Grantor shall indemnify and hold harmless the District for Grantor's negligent or willful acts or omissions, and those of its employees, agents, and contractors. Grantor shall maintain commercially reasonable amounts of liability insurance to insure against these risks.

8. **Option Exercise.** If the District elects to exercise the Option and purchase the Property, the District shall provide written notice ("Notice") to Grantor in conformity with the Notice Provision below prior to the expiration of the Option and Diligence Lease Term. The Option shall be deemed exercised upon the mailing of the Notice by the District (the "Date of Exercise"). If the District does not elect to exercise the Option prior to the expiration of the Option and Diligence Lease Term, upon expiration of the Option and Diligence Lease Term, this Agreement shall terminate, and the Parties shall have no further obligations to each other, except as expressly set forth herein.

9. **Compliance with Obligations.** During the Option and Diligence Lease Term, Grantor shall comply on a timely basis with all of its legal and contractual obligations with respect to the Property, including the payment of property taxes.

10. Damages to Property. The District shall make reasonable efforts to minimize damage to Grantor as a result of the District's diligence activities. The District shall be responsible for its negligent or willful acts or omissions, and those of its employees, agents, and contractors which occur during the performance of their duties and within the scope of their employment in connection with the Diligence Lease. Grantor shall otherwise bear the risk of damages or losses to the Property that occur during the Option and Diligence Lease Term. Grantor shall maintain commercially reasonable amounts of liability insurance to insure against these risks.

Property Purchase

11. Purchase Price. If the District exercises the Option, the purchase price for the Property shall be [redacted] and [redacted] (the "Purchase Price"). The District's prior non-refundable payment of the Diligence Lease Rent and Option Price shall be applied as against the Purchase Price.

12. Closing. Unless otherwise agreed by the Parties in writing, the closing date for the purchase of the Property shall be June 30, 2023 (the "Closing Date"). The parties may extend the Closing Date, by mutual agreement evidenced in writing signed by both Parties. Following exercise of the Option, the Parties shall cooperate in good faith to negotiate the necessary closing documents, which will include a special warranty deed for the land comprising the Property, and a bargain and sale deed for the Water Rights which will transfer to the District all of Grantor's interest in the Property, including the Water Rights.

13. Purchase of Property.

a. Right of Purchase. On the Closing Date, the District will purchase from Grantor, and Grantor will sell and convey to the District the Property, including the Water Rights, in accordance with the terms and conditions contained in this Agreement.

b. Payment of Purchase Price. Subject to the full and timely performance by the parties hereunder, the Purchase Price for the Property will be payable to Grantor by the District, on the relevant Closing Date, as follows:

i. The Diligence Lease Rent and Option Price will be applied to the Purchase Price; and

ii. The balance of the Purchase Price, subject to Closing Adjustments (defined below), will be paid by cashier's check, wire transfer or other good funds.

c. Closing Adjustments. General real property taxes for the year in which the Closing Date occurs will be apportioned between the parties based upon the most recent mill levy and assessment and will be final. Other customary prorations shall be made as of the Closing Date and applied as adjustments to the Purchase Price. Grantor will pay the cost of the premium for the Title Policy including deletion of standard printed

exceptions; the cost for any endorsements will be at the sole cost and expense of the District. The closing fees of the Title Company will be borne one-half by Grantor and one-half by the District. All other costs and expenses of Closing will be allocated in accordance with customary practice for real estate sales in Conejos County, Colorado.

d. Closing Documents. The Parties shall execute and deliver at Closing all other documents required by the Title Company to close the transaction and issue title insurance on the Property to the District following the closing.

e. Conveyance of the Property. On the Closing Date, Grantor will convey to the District fee simple title to the lands comprising the Property by a special warranty deed conveying the Property to the District free and clear of any and all taxes, assessments, liens, encumbrances, except the Permitted Exceptions. Title to the Water Rights will be conveyed by bargain and sale deed and change of ownership form for the well.

14. Title Insurance. Grantor will cause to be delivered to the District at Grantor's expense, on or before ten (10) days after the Date of Exercise, a certificate of taxes due on the Property and a current title insurance commitment ("Commitment") (together with legible copies of all instruments referred to therein) committing to issue a standard ALTA owner's title insurance policy, as amended, issued by the Title Company to the District in the amount of the Purchase Price insuring good and marketable title in fee simple in the District to the Property, subject only to: a) current non-delinquent general real property taxes for the year of Closing, b) any deeds of trust, mortgages, financial encumbrances and liens or other encumbrances arising from the actions or omissions of the District, and c) such easements, rights-of way, restrictions and other title matters of record approved by the District. The foregoing items a) through c) are hereinafter referred to as the "Permitted Exceptions." All items listed on the title commitment will be deemed to be Permitted Exceptions unless the District notifies Grantor within seven (7) days of receipt of the commitment that it objects to any particular items ("Objection Notice"). In the event the District timely provides its Objection Notice, Grantor will have seven (7) days thereafter in which to remove such exception or to notify the District that it is unable or unwilling to remove such exceptions, in which case the District may elect to terminate this Agreement by written notice to Grantor within seven (7) days thereafter, or to accept such exceptions (which the District will be deemed to do if the District does not timely elect to terminate this Agreement). The Commitment will affirmatively provide for the deletion, at Grantor's expense, of all standard printed exceptions of Schedule B-2 thereof. If the Title Company requires a survey in order to delete the standard pre-printed exceptions, the District shall order and pay for such survey. After the Closing Date, Grantor will cause to be delivered to the District, at Grantor's sole expense, a title policy for the Property, in the amount of the Purchase Price showing fee simple title thereto as being vested in the District subject only to the Permitted Exceptions.

15. Grantor agrees to:

a. Participate in any water change case as reasonably required for purposes of the District's use of the Water Rights. "Participate" means to provide testimony and evidence in any court proceeding required to substantiate

the information provided in an affidavit described below, if available or in the possession of the Grantor; and To assure that participation is "reasonably required" the District agrees to make reasonable efforts to restrict any required participation to an interview, site inspection, deposition testimony, trial testimony, and preparation for depositions and trial testimony with the Grantor and Grantor agrees to make reasonable efforts to provide the previously mentioned participation requests by the District.

b. Cooperate with the preparation and signature of an affidavit, due at closing, related to historical irrigation, including maps and descriptions of crop planting locations, and observed groundwater levels.

Miscellaneous

16. Representation and Warranties. Grantor represents and warrants to the District that, as of the Execution Date: Grantor is the sole owner in fee-simple of the Property; Grantor is authorized to and has the full legal power to enter into this Agreement and to grant the Option and Diligence Lease; the Property is not subject to any encumbrances or other agreements that could affect District's use, possession or occupancy of the Property, or the Option and Diligence Lease; no other person (including any spouse) is required to join in or consent to this Agreement in order for the Agreement to be fully enforceable by the District; this Agreement constitutes a valid and binding obligation of Grantor, and is enforceable in accordance with its terms; Grantor is not the subject of any bankruptcy, insolvency or probate proceeding; and to the best of Grantor's knowledge, there are no pending or threatened actions, suits, claims, legal proceedings, or any other proceedings affecting or that could affect the Property, or any portion thereof, in law or in equity, before any court or governmental agency. Except for the representations and warranties above, the Property and Water Rights are being sold "as is" and the District shall conduct such due diligence as it deems appropriate.

17. Indebtedness. No provision, covenant or agreement contained in this Agreement, nor any obligations herein, shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

18. Subject to Annual Budget and Appropriation. The District does not intend to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever as a product of this Agreement. The performance of those obligations of the District requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

19. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither Party shall be deemed or constitute a partner, joint venture, or agent of the other Party.

20. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights and actions relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

21. Governmental Immunity. Nothing in this Agreement or any actions taken by the Parties pursuant to this Agreement shall be construed or interpreted as a waiver, express or implies, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time may be amended.

22. Statutory Liability Protection. The Parties may rely on, and do not waive or intend to waive, any liability protections or any other rights, immunities, limitations, or protections provided by law to the Parties and their respective officers, agents, fiduciaries, representatives, and employees.

23. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to a Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered, electronically mailed, or mailed to the Party to whom it is addressed in the United States mail, first-class postage prepaid, return receipt requested, addressed to:

If to Grantor:	Alpha Hay Farm, LLC Jack C Gilleland 13256 County Road P La Jara, CO 81140 jackgilleland@hotmail.com
With a copy to:	Donald De Jong P. O. Box 659 Hartley, TX 79044 dejongd@agrivisionfm.com
If to the District:	Special Improvement District No. 3 Rio Grande Water Conservation District Attn: Program Manager 8805 Independence Way Alamosa, CO 81101
With a copy to:	Hill & Robbins, P.C. Attn: Peter J. Ampe, Esq. 1660 Lincoln St., Suite 2720 Denver, CO 80264

24. Default and Remedies. If any payment or any other condition hereof is not made, tendered, or performed as herein provided, there will be the following remedies. In the event the District fails to perform any covenant or agreement hereof as provided herein, and such failure is not cured within thirty (30) days after written notice thereof, then this Agreement will be null and void and of no effect, and both parties hereto will, thereupon be released from all obligations hereunder, except for obligations that expressly survive termination hereof, and the Option Consideration paid hereunder will be retained by Grantor as liquidated damages as Grantor's sole and exclusive remedy hereunder. These are the only conditions under which

Grantor may terminate. In the event that Grantor fails to perform any covenant or agreement hereof as provided herein, and such failure is not cured within thirty (30) days after written notice thereof, then the District may, at its, election, treat this Agreement as terminated, and all payments made hereunder, including the Option Consideration, will be returned to the District; provided, however, that the District may, at its election, treat this Agreement as being in full force and effect with the right to an action for specific performance, provided such action for specific performance must be brought within ninety (90) days of the expiration of the 30-day cure period provided above. Notwithstanding the foregoing to the contrary, if the alleged default provided for in such notice is not capable of being fully cured within the 30-day period, such party will not be in default hereunder, provided that party has commenced to cure the default within the 30-day period and thereafter diligently pursues such cure to full completion within a reasonable period of time.

25. Compliance with Laws, Ordinances and Regulations. In performing the obligations, covenants and conditions of this Agreement, Grantor and the District will comply with all applicable laws, ordinances, and regulations.

26. Assignment. This Agreement will be binding upon and will inure to the benefit of Grantor and the District and their respective successors and assigns. The District may not assign this Agreement to any party, in whole or in part, without first obtaining Grantor's prior written consent. The District may assign this Agreement to a related or affiliated entity only upon obtaining Grantor's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

27. Headings. The headings and captions in the Agreement are intended solely for the convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.

28. Controlling Law and Venue. This Agreement is made and performed in Colorado. The laws of the state of Colorado shall be applied in the interpretation, construction, execution, and enforcement of this Agreement. Venue for any dispute arising under this Agreement shall be in the District Court in and for Conejos County, Colorado.

29. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

30. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

31. Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

32. Severability. The invalidity of unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement. Any invalid or unenforceable portion or provision of this Agreement shall be deemed severed from this Agreement and in such event the Parties shall negotiate in good faith to replace such invalided portion or provision in order to carry out the intent of the Parties in entering into this Agreement.

33. Further Instruments. Each party hereto will, from time to time execute and deliver such further instruments as the other party or its counsel or the Title Company may reasonably require effectuating the intent of this Agreement.

34. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

35. Recordation. Grantor and the District will execute and record a Memorandum of Option Agreement in the records of the County Clerk and Recorder for Conejos County, Colorado ("Memorandum"), provided that the Memorandum will recite only the identity of the parties, the grant of the Option, and the Option Term, and no financial terms or provisions of this Agreement will be set forth in such Memorandum. Upon the expiration or any earlier termination of this Agreement, or upon full exercise of the Option, at the request of either party, both parties will execute and record an appropriate notice to release the Memorandum and Option from title. Notwithstanding the foregoing, following the expiration of this Agreement as a result of the District's failure to close on the transaction, or in the event of termination of this Agreement as a result of a default of either party, Grantor may unilaterally record a release of the Option and the Memorandum and the Memorandum will contain a provision addressing this unilateral right to record such release.

[The remainder of this page is intentionally left blank]

IN WITNESS HEREOF, the Parties have executed this Lease and Option to Purchase Agreement effective as of the date set forth above.

GRANTOR
ALPHA HAY FARM, LLC

By: Donald De Jong
Title: Manager

STATE OF TEXAS)
) **ss**
COUNTY OF HARTLEY)

The foregoing Lease and Option to Purchase Agreement was acknowledged before me this 15th day of April 2022, by Donald De Jong, as Manager of Alpha Hay Farm, LLC. Witness my hand and official seal.

TONI SMITH
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID #7372311-2
MY COMM. EXP. 03-13-2025

Toni Smith
Notary Public

My Commission Expires: 3/13/2025

RIO GRANDE WATER CONSERVATION DISTRICT
For and on Behalf of
WATER ACTIVITY ENTERPRISE
SPECIAL IMPROVEMENT DISTRICT NO. 3
RIO GRANDE WATER CONSERVATION DISTRICT

_____
Cleave Simpson
General Manager
Rio Grande Water Conservation District

STATE OF COLORADO)
) s
COUNTY OF ALAMOSA)

The foregoing Lease and Option to Purchase Agreement was acknowledged before me this ___ day of April 2022, by Cleave Simpson, General Manager, Rio Grande Water Conservation District. Witness my hand and official seal.

[seal]

_____
Notary Public

My Commission Expires:

Exhibit A - The Property

SCHEDULE 1
DUE DILIGENCE MATERIALS

- Map(s) of the Property showing irrigated areas, locations of wells, headgates, and distribution lines or ditches and other related facilities and structures in Grantor's possession or control;

- Copies of all Leases and surveys in Grantor's possession or control pertaining to the Property, Water Rights and/or minerals or mineral rights;

- Well permits or well permit numbers, and for each well that is among the Water Rights to the extent they are in the possession or control of the Grantor;

- Records of surface diversions and well pumping rate, total depth, static water level and pumping level to the extent they are in the possession or control of the Grantor;

- Well Completion and Pump Installation Reports for each well to the extent they are in the possession or control of the Grantor;

- Copies of Water Court decrees for the Water Rights to the extent they are in the possession or control of the Grantor;

- Copies of orders issued by the Colorado Division of Water Resources (DWR) State Engineer's Office or Division 3 Office pertaining to the Water Rights to the extent they are maintained by and in the possession or control of the Grantor;

- Crop records for the last 5 years to the extent they are maintained by and in the possession or control of the Grantor;

- CRP, CREP, EQIP and other USDA contracts or agreements affecting the Property or Water Rights to the extent they are in the possession or control of the Grantor;

- Repair and maintenance records for wells and irrigation equipment to the extent they are maintained by and in the possession or control of the Grantor;

- Irrigation system plans, specifications and/or as-built drawings to the extent they are maintained by and in the possession or control of the Grantor;

- Environmental, water, mineral, cultural or wildlife surveys, studies, or reports to the extent they are in the possession or control of the Grantor;

- Leases or agreements, pertaining to or affecting the ownership or use of the Land, the Water Rights and/or minerals and mineral rights to the extent they are in the possession or control of the Grantor; and

- such other materials pertaining to the Property, which must derive from or relate to one of the categories set forth above, as may be reasonably requested by the District, its counsel, or its consultants during the Due Diligence Period.

LEASE AGREEMENT

FOR USE OF EXCESS CREDITS UNDER 2002CW38A

This Lease Agreement for Use of Excess Credits derived from the portion of the Lovato Ditch change of water rights as decreed in Case No. 2002CW38A, District Court, Water Division No. 3 ("Excess Credits") is entered into this 8th day of ____ _,, 2025 ("Effective Date"), by and between the United States Department oflnterior, Bureau of Land Management ("AGENCY") and the Water Activity Enterprise of Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 3") (collectively, the "Parties").

RECITALS

A. This AGENCY is the Bureau of Land Management, an agency within the United States Department of the Interior. The AGENCY owns and operates groundwater rights that are used to carry out land and water management functions that are required under federal law, including management of habitat for wildlife species and operation of visitor facilities. The AGENCY water rights that are used to fulfill these management purposes were created and decreed pursuant to provisions of Colorado water law. As such, the AGENCY groundwater rights are subject to administrative requirements of Colorado water law. Specifically, the AGENCY water rights are subject to The *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* ("Groundwater Rules"). The Groundwater Rules require replacement of injurious stream depletions created by the operation of groundwater rights owned by the AGENCY. The purpose of this Lease Agreement is to provide all or a portion of the replacement water required under the Rules.

B. Subdistrict No. 3 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 Conejos County in Case No. 2016CV30021, for among other purposes, carrying out water planning and water management functions within the San Luis Valley. Subdistrict No. 3 has the authority to contract with federal land management agencies to provide replacement water to meet the requirements of the Rules. The Subdistrict provides replacement water as part of an Annual Replacement Plan that is approved by the Colorado State Engineer.

C. Subdistrict No. 3 seeks up to 900 acre-feet of water in order to help satisfy the requirements of its Annual Replacement Plans ("Subdistrict No. 3 ARP") for the Plan of Water Management for Subdistrict No. 3 as approved by the Colorado State Engineer.

D. AGENCY owns the water rights decreed to the United States of America, Department of Interior, Bureau of Land Management in Case No. 2002CW38A, Concerning the Application by the United States of America for Water Rights in Alamosa, Rio Grande, Conejos, Mineral and Hinsdale Counties, Colorado.

E. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 3, AGENCY agrees to provide Subdistrict No. 3 with the right to use up to 900 acre-feet of Excess Credits, subject to all terms and conditions in the 2002CW38A Decree, to help satisfy the requirements of Subdistrict No. 3's ARP.

DEFINITIONS

A. "Excess Credits" means the number of acre feet generated annually by BLM's Lovato Ditch water right that the AGENCY chooses to not divert and use on AGENCY-managed lands for the beneficial uses authorized in the decree in Case No. 2002CW38A. The availability of"Excess Credits" means that the AGENCY has elected to use the Lovato Ditch water right for alternative purposes authorized under a decree or an annual substitute water supply plan approved by the Colorado Division of Water Resources.

B. "Remedy Costs" means the total cost to Subdistrict No. 3 for providing augmentation water to offset injurious depletions associated with the operation of AGENCY water rights specified in Appendix B to this lease, including costs associated with meeting the Subdistrict No. 3 sustainability requirements under their respective Plans of Water Management.

C. "Remedy Credits" means the value assigned by Subdistrict No. 3, respectively, to the Excess Credits generated by the AGENCY'S Lovato Ditch water right. Remedy Credits are calculated by multiplying the yield of the Lovato Ditch water right Excess Credits by the prevailing rate for leasing surface water rights within Subdistrict No. 3.

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, AGENCY grants to Subdistrict No. 3 the right to use up to 900 acre-feet of Excess Credits. In exchange, Subdistrict No. 3 will include wells W-3245, Well No. 3 (WDID 2206387) W-3245, Well No. 4 (WDID 2206388) and W-3245, Well No. 6 (WDID 2206390) in the Subdistrict No. 3 ARP according to the terms of a Participation Contract including those wells. If additional wells are added to the Participation Contract, according to its terms, such additional wells will be included under the Subdistrict in this

subparagraph by implication. Subdistrict No. 3 will also take such actions as may be necessary to assure compliance with the sustainability requirements of the individual Subdistrict's Plan of Water Management and ARP. 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.

1.1. Every acre-foot generated under this Agreement and provided for use by Subdistrict No. 3 will result in the generation of the equivalent of [redacted] in Remedy Credits for the AGENCY.

1.2. At the time, through a separate written agreement, AGENCY's well or wells are included in a Subdistrict No. 3 ARP, Subdistrict No. 3 will calculate the Fees incurred by groundwater withdrawals by such well or wells in the same manner as all other Subdistrict Wells included in that same ARP, as stated in Subdistrict No. 3's Plan for Water Management and associated Rules and Regulations.

1.3. Except as provided in Paragraph 1.7, below, Subdistrict No. 3 will consider the Fees incurred by AGENCY as determined in paragraph 1.1, above, as Remedy Costs to the AGENCY and will not demand monetary payment for such Fees from AGENCY.

1.4. At the same time Subdistrict No. 3 calculates Fees for other Subdistrict Wells, Subdistrict No. 3 will deduct Remedy Costs from Remedy Credits. AGENCY agrees if operation of its Well or Wells exceed Remedy Credits in any ARP Year for which the AGENCY has a valid and operating participation contract, AGENCY will be liable for payment of fees above the amount of Excess Credits to Subdistrict No. 3.

1.5. AGENCY may carry over any Remedy Credits attributable to Subdistrict No. 3 from year to year, including after the Term of this Agreement has expired, and Subdistrict No. 3 will continue to deduct Remedy Costs from Remedy Credits at AGENCY's direction, until all such credits are extinguished AGENCY may, in its sole discretion and with the approval of the Rio Grande Water Conservation District Water Activity Enterprise, which consent will not unreasonably be denied, transfer unused Remedy Credits for use to offset groundwater withdrawals from wells located in other Response Areas. Such credit will be based on the acre-feet of Remedy Credit and applied through other Subdistrict(s) ARP(s). When such Remedy Credits are extinguished, AGENCY's well or wells will no longer be part of Subdistrict No. 3's ARP and AGENCY must comply with the Groundwater Rules in some manner outside of this Agreement.

1.6. AGENCY may transfer Remedy Credits to any other governmental agency, entity or person in its sole discretion. However, AGENCY must provide written notice of such transfer of Remedy Credits at least 90 days prior to the start of the appropriate Subdistrict's ARP year. Upon proper notice, the appropriate Subdistrict will treat the transferred Remedy Credits in the same manner as AGENCY's Remedy Credits herein.

2. **Term of Lease Agreement:** This Lease Agreement shall have a base term of one year and four (4) option years if all conditions herein contained are continuously met. The Lease Agreement will begin operating on May 1, 2025 and terminate on April 30, 2030. If the AGENCY determines that it will not exercise an Option, it must provide written notice to Subdistrict No. 3 that the AGENCY will not exercise option year(s) at least 91 days prior to the date of the next option year, or no later than March 1 of the year it would take effect. If Subdistrict No. 3 chooses to place the leased water into storage, the up to 900 acre-feet need not be used by Subdistrict No. 3 prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of Subdistrict No. 3 after expiration of this Lease Agreement.

3. **Agreement to Lease up to 900 Acre-feet of Excess Credits to Subdistrict No. 3:** Subject to the terms and conditions in this Lease Agreement, AGENCY agrees to provide 900 acre-feet of Excess Credits for Subdistrict No. 3's use. Further details regarding this provision are outlined in the following subsections.

3.1. After these 900 acre-feet are under the control of Subdistrict No. 3 pursuant to this contract, AGENCY retains the right to use or dispose of any additional Excess Credits generated.

3.2. Use of Leased Excess Credits:

3.2.1 Preservation of AGENCY's 2002CW38A Water Rights: Subdistrict No. 3 will use the leased water to satisfy a portion of its annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in the 2025-2026 ARP, or subsequent years pursuant to paragraph 1, above. Because AGENCY's Excess Credits are decreed for irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat uses, including the replacement of evaporative losses associated with these uses, Subdistrict No. 3 may apply for and obtain an administrative change of the up to 900 acre-feet of Excess Credits leased herein through the filing of a Substitute Water Supply Plan. Subdistrict No. 3 will not otherwise take any action that causes or could potentially cause a reopening of the 2002CW38A Decree, including, but not limited to applying for a judicial change of the up to 900 acre-feet of Excess Credits

leased herein. The 2002CW38A decree is that decree entered on November 24, 2014 in Case No. 2002CW38A in the District Court, Water Division No. 3 and attached hereto as **Exhibit A.** Subdistrict No. 3's use of AGENCY's Excess Credits is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Water Rights decreed in Case No. 2002CW38A to Subdistrict No. 3 other than the up to 900 acre-feet leased herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 3 to use the 900 acre-feet of Excess Credits leased herein, AGENCY does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of the Water Rights decreed in Case No. 2002CW38A.

3.2.2 Assessment of Evaporation, Seepage, and Transit Losses: Beginning on the Effective Date, Subdistrict No. 3 will bear all seepage, evaporation, and transit losses on the up to 900 acre-feet of Excess Credits leased to Subdistrict No. 3 herein and will be responsible for all storage charges assessed to the up to 900 acre-feet of Excess Credits after the Effective Date.

4. **No Effect on Previous Agreement:** The Parties acknowledge that AGENCY entered into a lease agreement with Special Improvement District No. 6 of the Rio Grande Water Conservation District in 2024 to lease credits from this water right for the 2024 ARP Year. The Parties further acknowledge that any Remedy Credits accrued under that 2024 agreement are not subject to this Agreement, but remain in place and subject to the 2024 Agreement.

5. **Modification and Termination:**

5.1. This Lease may be modified only by a written instrument executed by both parties.

5.2. Any party may terminate this Agreement by providing the other party with thirty (30) days advance written notice.

5.2.1 In the event AGENCY terminates the performance of this Lease Agreement, Subdistrict No. 3's sole and exclusive remedy will be specific performance until April 30, 2030.

5.2.2 In the event Subdistrict No. 3 terminates the agreement, AGENCY's sole and exclusive remedy will be the use of the Excess Credits not yet put to beneficial use by Subdistrict No. 3 under the terms of this Lease.

6. **Subdistrict No. 3's Representations:** This Lease Agreement has been duly authorized and executed by Subdistrict No. 3, respectively, is the legal, valid and binding obligation of Subdistrict No. 3, respectively, and is enforceable against Subdistrict No. 3, respectively, according to its terms. No other consent is required for the execution, delivery, or performance of this Lease Agreement by Subdistrict No. 3.

7. **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.

   7.1. AGENCY Representatives and Contact Addresses: Scott Voigt, Contracting Officer, is authorized to sign the lease agreement and participation contract. Mr. Voigt can be reached by physical mail at: Bureau of Land Management, Building 40, Denver Federal Center, Lakewood, CO 80225; by telephone at 303-239-3640; and by email at svoigt@blm.gov. Roy Smith, Water Rights Specialist, is authorized to manage the day-to-day administration of the lease and participation contract. Mr. Smith can be reached by physical mail at: Bureau of Land Management, Building 40, Denver Federal Center, Lakewood, CO 80225; by telephone at 303-239-3940; and by email at r20smith@blm.gov.

   7.2. Subdistrict No. 3 Representative and Contact Addresses: Deputy General Manager (Amber Pacheco) is the representative for Subdistrict No. 3 for purposes of this Lease Agreement. Ms. Pacheco can be reached by physical mail at: Subdistrict No. 3, 8805 Independence Way, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: amber@rgwcd.org.

8. **General Provisions**

8.1. Assignment: No 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.

8.2. Binding Agreement: This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

8.3. Binding Arbitration Prohibited: Neither AGENCY nor Subdistrict No. 3 agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

8.4. 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.

8.5. Compliance with Applicable Laws: At all times during the performance of this Lease Agreement, Subdistrict No. 3, will adhere to all applicable Federal and State laws, rules, and regulations then in effect. In addition:

8.5.1. The signatories to this Lease Agreement affirm that they are familiar with C.R.S. § 18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, *et seq.* (Abuse of Public Office), and that no violation of such provisions has occurred in connection with the negotiation and signing of this Lease Agreement; and

8.5.2. The signatories to this Lease Agreement affirm that to the best of their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

8.6. 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.*

8.7. 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.

8.8. 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 and under applicable Federal Law. 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 water matters under this lease agreement will be in either the District Court for Alamosa County, Colorado or Water Court in and for Water Division No. 3, as appropriate. Otherwise, for contract disputes, Federal Law applies. Venue for contract matters will be determined by the Contract Disputes Act of 1978, 41 U.S.C. §§7107-7109.

8.9. 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 hnmunity 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. Liability for claims for injuries to persons or property arising from the negligence of the Federal Government, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq.*

8.10. 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.

8.11. 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.

8.12. Modification:

8.12.1. 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.

8.12.2. 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.

8.13. 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 resol':'ed by reference to the documents in the following order of priority:

8.13.1. The provisions of the main body of this Lease Agreement

8.13.2. Exhibits

8.14. 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.

8.15. 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.

AGENCY,

By: SCOTT VOIGT

Scott Voigt, Contracting Officer

Date: 4/8/2025

WATER ACTMTY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICT NO. 3 OFJ E RIO GRANDE WATER CONSERVATION DISTRICT

By · ----=---..!::'-- ---=-::::?.-=-. . . . :..; =C'--l..--=-e_;-e>_

Amber Pacheco, Deputy General Manager Rio Grande Water Conservation District

**Date: 2'\dO **

ExhibitA

Case No. 2002CW38A

Angelo Bellah <angelo@rgwcd.org>

Headsmill Project water.

Nathan Coombs <cwcd1971@hotmail.com> Fri, Feb 28, 2025 at 2:00 PM
To: Angelo Bellah <angelo@rgwcd.org>

Angelo,

Just as an FYI,
On some years, the CWCD can make an allocation of Project water to our District irrigators. This water is distributed by ditch systems to their individual water users.

In 2024, Jack Gilleland purchased the entire allocation amount available to the Headsmill water system. He then divided the water equitably between the members.
SD3 got 14.62 af of this project water that I have moved into the Sub-District's "General" acct.
SD3 now needs to make sure to re-imburse Jack Gilleland the [redacted] that he paid for this water.

Nathan

Angelo Bellah <angelo@rgwcd.org>

Headsmill Project water.

Angelo Bellah <angelo@rgwcd.org> Fri, Feb 28, 2025 at 2:05 PM
To: Nathan Coombs <cwcd1971@hotmail.com>

14.62 AF or 14.62 cfs?

Sincerely,
Angelo Bellah
Program Manager for Subdistrict No. 2, No. 3, & No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
email: angelo@rgwcd.org
office: (719) 589-6301, ext. 1852
cell: (719) 480-1272
fax: (719) 992-2026
website: www.rgwcd.org

[Quoted text hidden]

Angelo Bellah <angelo@rgwcd.org>

Headsmill Project water.

Nathan Coombs <cwcd1971@hotmail.com> Fri, Feb 28, 2025 at 2:11 PM
To: Angelo Bellah <angelo@rgwcd.org>

Sorry,
14.62 cfs 28.99 a/f!

From: Angelo Bellah <angelo@rgwcd.org>
Sent: Friday, February 28, 2025 2:05 PM
To: Nathan Coombs <cwcd1971@hotmail.com>
Subject: Re: Headsmill Project water.

[Quoted text hidden]

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Special Improvement District No. 3. Of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict No. 3"), and EXPO, LLC ("EXPO") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983, and later transferred to Lessor under Case Nos. 2014CW3027 and 2016CW3019 ("Decrees"). This water right will be produced under the plan for augmentation for 2021 and stored in Terrace Reservoir pursuant to an existing agreement between the Terrace Reservoir Company and EXPO.

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 purposes.

C. The SUBDISTRICT NO. 3 desires to lease 22.0 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the SUBDISTRICT NO. 3 agrees to lease 22.0 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement and Automatic Renewal. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the SUBDISTRICT NO. 3, which date shall be the "Effective Date" and will end at midnight on April 30, 2022.

1.3. Lease Price. The lease price for the 22.0 acre-feet of water is [redacted] acre-foot for a total lease price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement. By July 1, 2021, Lessor will notify the Subdistrict of the total actual amount of water that was available for lease under this agreement. If the Subdistrict did not receive the full 22 acre-feet before the term of this agreement has ended, Lessor will refund the lease price for every acre-foot of water the Subdistrict prepaid but did not receive by July 31st, 2021.

1.4. Failure to Pay. If the SUBDISTRICT NO. 3 fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 22.0 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2021.

After the Effective Date the Lessor will not be entitled to use or dispose of the 22.0 acre-feet of Stored Water under this lease and, thereafter, the SUBDISTRICT NO. 3 shall bear all seepage, evaporation and transit losses on the subject water. The SUBDISTRICT NO. 3 will retain title to unused water, if any, after the Term of this Agreement.

1.6. Approvals. SUBDISTRICT NO. 3 is responsible for obtaining any approvals necessary for SUBDISTRICT NO. 3's proposed use and delivery of the Stored Water.

2. Lessor's Obligations and Representations.

2.1. Lessor's Title. Lessor 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. Lessor 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 Notice to Reservoir Owner. Upon SUBDISTRICT NO. 3's payment as specified in paragraph 1.3, Lessor will notify the owner of Terrace Reservoir of this Lease Agreement and change of control over the Stored Water to the SUBDISTRICT NO. 3.

3. SUBDISTRICT NO. 3's Representations. This Agreement has been duly authorized and executed by the SUBDISTRICT NO. 3, is the legal, valid, and binding obligation of the SUBDISTRICT NO. 3, and is enforceable against the SUBDISTRICT NO. 3 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the SUBDISTRICT NO. 3. To the best of the SUBDISTRICT NO. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the SUBDISTRICT NO. 3 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 Lessor:
EXPO, LLC
C/O: Alex Miller, CFO
15 Washington Street
Monte Vista, CO 81144
Fax:
E-mail: AlexM@ffdllc.net

To SUBDISTRICT NO. 3:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@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 Lessor's default in the performance of this Agreement, the SUBDISTRICT NO. 3's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the SUBDISTRICT NO. 3's default hereunder, Lessor's sole and exclusive remedy shall be to retain all payments made by the SUBDISTRICT NO. 3 prior to the date of the default, and to retain any water not paid for by the SUBDISTRICT NO. 3.

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 Lessor or the SUBDISTRICT NO. 3 to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and the SUBDISTRICT NO. 3 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 Lessor and the SUBDISTRICT NO. 3. 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 Lessor may not

assign its rights or delegate its duties hereunder without the prior written consent of the SUBDISTRICT NO. 3, which consent shall not be unreasonably withheld. The SUBDISTRICT NO. 3 may not assign its rights hereunder to any other person or entity without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or the SUBDISTRICT NO. 3 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 SUBDISTRICT NO. 3 may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the SUBDISTRICT NO. 3, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

Signatures on following page

EXPO, LLC

By: _____ _____ 3/31/21
Alex Miller **Date**

SPECIAL IMPROVEMENT DISTRICT NO. 3 OF THE RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE

By: _____ 3/31/21
Amber Pacheco, Program Manager **Date**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Special Improvement District No. 3. of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict No. 3"), and EXPO, LLC ("EXPO") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983, and later transferred to Lessor under Case Nos. 2014CW3027 and 2016CW3019 ("Decrees"). This water right will be produced under the plan for augmentation for 2022 and stored in Terrace Reservoir pursuant to an existing agreement between the Terrace Reservoir Company and EXPO.

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 purposes.

C. The SUBDISTRICT NO. 3 desires to lease 22.0 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the SUBDISTRICT NO. 3 agrees to lease 22.0 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement and Automatic Renewal. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the SUBDISTRICT NO. 3, which date shall be the "Effective Date" and will end at midnight on April 30, 2023.

1.3. Lease Price. The lease price for the 22.0 acre-feet of water is [redacted] per acre-foot for a total lease price o[redacted] with all[redacted] due and payable within ten business days after the Effective Date of this agreement. By July 1, 2022, Lessor will notify the Subdistrict of the total actual amount of water that was available for lease under this agreement. If the Subdistrict did not receive the full 22 acre-feet before the term of this agreement has ended, Lessor will refund the lease price for every acre-foot of water the Subdistrict prepaid but did not receive by July 1st, 2022.

1.4. Failure to Pay. If the SUBDISTRICT NO. 3 fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 22.0 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2022.

After the Effective Date the Lessor will not be entitled to use or dispose of the 22.0 acre-feet of Stored Water under this lease and, thereafter, the SUBDISTRICT NO. 3 shall bear all seepage, evaporation and transit losses on the subject water. The SUBDISTRICT NO. 3 will retain title to unused water, if any, after the Term of this Agreement.

1.6. Approvals. SUBDISTRICT NO. 3 is responsible for obtaining any approvals necessary for SUBDISTRICT NO. 3's proposed use and delivery of the Stored Water.

2. Lessor's Obligations and Representations.

2.1. Lessor's Title. Lessor 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. Lessor 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 Notice to Reservoir Owner. Upon SUBDISTRICT NO. 3's payment as specified in paragraph 1.3, Lessor will notify the owner of Terrace Reservoir of this Lease Agreement and change of control over the Stored Water to the SUBDISTRICT NO. 3.

3. SUBDISTRICT NO. 3's Representations. This Agreement has been duly authorized and executed by the SUBDISTRICT NO. 3, is the legal, valid, and binding obligation of the SUBDISTRICT NO. 3, and is enforceable against the SUBDISTRICT NO. 3 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the SUBDISTRICT NO. 3. To the best of the SUBDISTRICT NO. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the SUBDISTRICT NO. 3 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 Lessor:
EXPO, LLC
C/O: Alex Miller, CFO
15 Washington Street
Monte Vista, CO 81144
Fax: 719+852-3321
E-mail: 'Alex Miller'
<alexm@ffdllc.net>

To SUBDISTRICT NO. 3:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026

Email: cleave@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 Lessor's default in the performance of this Agreement, the SUBDISTRICT NO. 3's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the SUBDISTRICT NO. 3's default hereunder, Lessor's sole and exclusive remedy shall be to retain all payments made by the SUBDISTRICT NO. 3 prior to the date of the default, and to retain any water not paid for by the SUBDISTRICT NO. 3.

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 Lessor or the SUBDISTRICT NO. 3 to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and the SUBDISTRICT NO. 3 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 Lessor and the SUBDISTRICT NO. 3. 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 Lessor may not assign its rights or delegate its duties hereunder without the prior written consent of the SUBDISTRICT NO. 3, which consent shall not be unreasonably withheld. The SUBDISTRICT NO. 3 may not assign its rights hereunder to any other person or entity without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or the SUBDISTRICT NO. 3 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 SUBDISTRICT NO. 3 may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the SUBDISTRICT NO. 3, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

Signatures on following page

EXPO, LLC

By: _____ _____ 1/13/22
Alex Miller, CFO **Date**

SPECIAL IMPROVEMENT DISTRICT NO. 3 OF THE RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE

By: _____ 1/17/2022
Amber Pacheco, Program Manager **Date**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Special Improvement District No. 3. of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict No. 3"), and EXPO, LLC ("EXPO") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983, and later transferred to Lessor under Case Nos. 2014CW3027 and 2016CW3019 ("Decrees"). This water right will be produced under the plan for augmentation for 2023 and stored in Terrace Reservoir pursuant to an existing agreement between the Terrace Reservoir Company and EXPO.

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 purposes.

C. The SUBDISTRICT NO. 3 desires to lease 22.0 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the SUBDISTRICT NO. 3 agrees to lease 22.0 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement and Automatic Renewal. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the SUBDISTRICT NO. 3, which date shall be the "Effective Date" and will end at midnight on April 30, 2024.

1.3. Lease Price. The lease price for the 22.0 acre-feet of water is [redacted] dollars [redacted] per acre-foot for a total lease price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement. By July 1, 2023, Lessor will notify the Subdistrict of the total actual amount of water that was available for lease under this agreement. If the Subdistrict did not receive the full 22 acre-feet before the term of this agreement has ended, Lessor will refund the lease price for every acre-foot of water the Subdistrict prepaid but did not receive by July 1st, 2023.

1.4. Failure to Pay. If the SUBDISTRICT NO. 3 fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 22.0 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2023.

After the Effective Date the Lessor will not be entitled to use or dispose of the 22.0 acre-feet of Stored Water under this lease and, thereafter, the SUBDISTRICT NO. 3 shall bear all seepage, evaporation and transit losses on the subject water. The SUBDISTRICT NO. 3 will retain title to unused water, if any, after the Term of this Agreement.

1.6. Approvals. SUBDISTRICT NO. 3 is responsible for obtaining any approvals necessary for SUBDISTRICT NO. 3's proposed use and delivery of the Stored Water.

2. Lessor's Obligations and Representations.

2.1. Lessor's Title. Lessor 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. Lessor 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 Notice to Reservoir Owner. Upon SUBDISTRICT NO. 3's payment as specified in paragraph 1.3, Lessor will notify the owner of Terrace Reservoir of this Lease Agreement and change of control over the Stored Water to the SUBDISTRICT NO. 3.

3. SUBDISTRICT NO. 3's Representations. This Agreement has been duly authorized and executed by the SUBDISTRICT NO. 3, is the legal, valid, and binding obligation of the SUBDISTRICT NO. 3, and is enforceable against the SUBDISTRICT NO. 3 according to its terms. No other consent is required for the execution, delivery or performance of this contract by the SUBDISTRICT NO. 3. To the best of the SUBDISTRICT NO. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the SUBDISTRICT NO. 3 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 Lessor:
EXPO, LLC
C/O: Alex Miller, CFO
15 Washington Street
Monte Vista, CO 81144
Fax: _____
E-mail: _____

To SUBDISTRICT NO. 3:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@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 Lessor's default in the performance of this Agreement, the SUBDISTRICT NO. 3's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the SUBDISTRICT NO. 3's default hereunder, Lessor's sole and exclusive remedy shall be to retain all payments made by the SUBDISTRICT NO. 3 prior to the date of the default, and to retain any water not paid for by the SUBDISTRICT NO. 3.

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 Lessor or the SUBDISTRICT NO. 3 to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and the SUBDISTRICT NO. 3 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 Lessor and the SUBDISTRICT NO. 3. 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 Lessor may not

assign its rights or delegate its duties hereunder without the prior written consent of the SUBDISTRICT NO. 3, which consent shall not be unreasonably withheld. The SUBDISTRICT NO. 3 may not assign its rights hereunder to any other person or entity without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or the SUBDISTRICT NO. 3 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 SUBDISTRICT NO. 3 may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the SUBDISTRICT NO. 3, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

Signatures on following page

EXPO, LLC

By: _____ _____ 2/24/23
Date

SPECIAL IMPROVEMENT DISTRICT NO. 3 OF THE RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE

By: _____ 2/28/23
Amber Pacheco, Program Manager **Date**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Thomas Martinez, an individual, as the sole owner of certain decreed water rights and/or shares in a mutual ditch within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 12.01 shares of the Los Sauces Ditch used on Owner's lands west of County Road 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 242.25 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

   1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

   1.2. Term of Agreement. This Lease Agreement is for a two-year term commencing on April 1, 2025 and ending March 31, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement and usable by the Subdistricts under any of their Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of historical consumptive use available for use by the Subdistricts. The Parties expect the 12.01 shares generate approximately 430 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 By the 15th day of each month during the irrigation season for Water District 22, the Subdistricts will provide to Owner an accounting of all water used by the Subdistricts under this lease, together with a payment for such water used. Said payment will be determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts, less any reduction from paragraph 1.3.5.1, below.

1.3.3 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a final written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.4 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2 or 1.3.3, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.5 Payment

1.3.5.1 Within 21 days of the full execution of this Agreement, the Subdistricts will make a one-time payment in the amount of [redacted] as an advance against future monies owed under this paragraph 1.3. Any future payment required under this Agreement will be reduced by said [redacted] by reducing the first three payments by [redacted] each.

1.3.5.2 Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2 or 1.3.3, the Subdistricts must pay to Owner any additional amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 242.25 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery, or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Thomas Martinez

[redacted]

To Subdistrict 3:
Cleave Simpson
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Subdistrict 6:
Cleave Simpson
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Alamosa, CO 81101
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term

of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Thomas Martinez
Thomas Martinez

3/28/24
Date

Subdistrict No. 3

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

3/29/24
Date

Subdistrict No. 6

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

3/29/24
Date

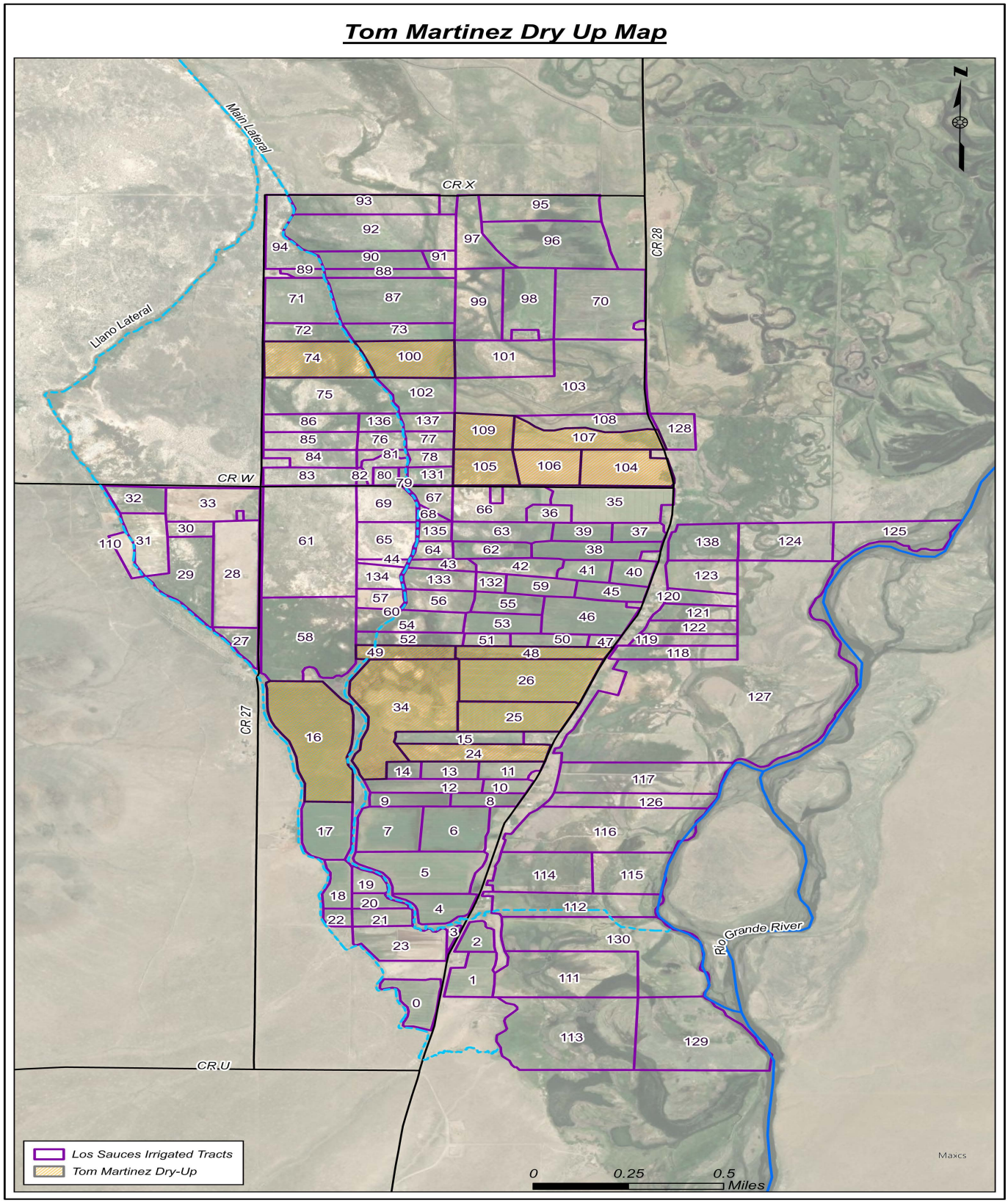
Trinchera Subdistrict

By: Monty Smith
Monty Smith
President
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District,
Water Activity Enterprise

3/29/2024
Date

Exhibit A

Area to be Dried Up



LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum ("Addendum") will replace the following information detailed in the Agreement entered into between Thomas Martinez, an individual, as the sole owner of certain decreed water rights and/or shares in a mutual ditch within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

WHEREAS, the Parties have previously entered into a Lease Agreement, dated March 29, 2024 ("original Lease Agreement"); and

WHEREAS, at the time of the execution of the Lease agreement, the Parties believed in good faith that the quantity of shares Owner held in the Los Sauces Ditch and the quantity of historical consumptive use derived from those shares was correct; and

WHEREAS, more recent investigations by the Parties have determined that certain errors were made in the original Lease Agreement; and

WHEREAS, the parties desire to correct those previous errors and set forth the amended paragraphs to replace those incorrect in the original Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the following paragraphs are removed from the original Lease Agreement and replaced with the following corrected paragraphs:

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 12.44 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 284.15 acres of previously irrigated land, as shown in Exhibit A.

AGREEMENT

1.3 Lease Price. The lease price for the Share Water generated under this Agreement and usable by the Subdistricts under any of their Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 12.44 shares to generate approximately 544.99 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the

Subdistricts.

2.2 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 284.15 acres of previously irrigated land, as shown in Exhibit A.

Any paragraph in the original Lease Agreement not specifically modified and replaced as set forth herein remains in full force and effect as set forth in the original Lease Agreement

signatures follow on separate page

Owner

By: Thomas Martin 12/19/24

Name Date

Subdistrict No. 3

By: Angelo Bellah 12/19/24

Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Date

Subdistrict No. 6

By: Angelo Bellah 12/19/24

Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Date

Trinchera Subdistrict

By: 12/20/24

Monty Smith
President
Trinchera Water Conservancy District

Date

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Tressesa Martinez, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2.15 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 115.29 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2026. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2025/2026 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 2.15 shares generate approximately 119.51 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2025/2026 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that they are the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that they are 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 115.29 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Tressesa Martinez

[redacted]

To Subdistrict 3:

Cleave Simpson
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Subdistrict 6:

Cleave Simpson
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera Subdistrict:

Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Alamosa, CO 81101
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Tressesa Martinez — Dec 20, 2024

Tressesa Martinez — Date

Subdistrict No. 3

By: Angelo Bellah — 12/20/2024

Angelo Bellah — Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

By: Angelo Bellah — 12/20/2024

Angelo Bellah — Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

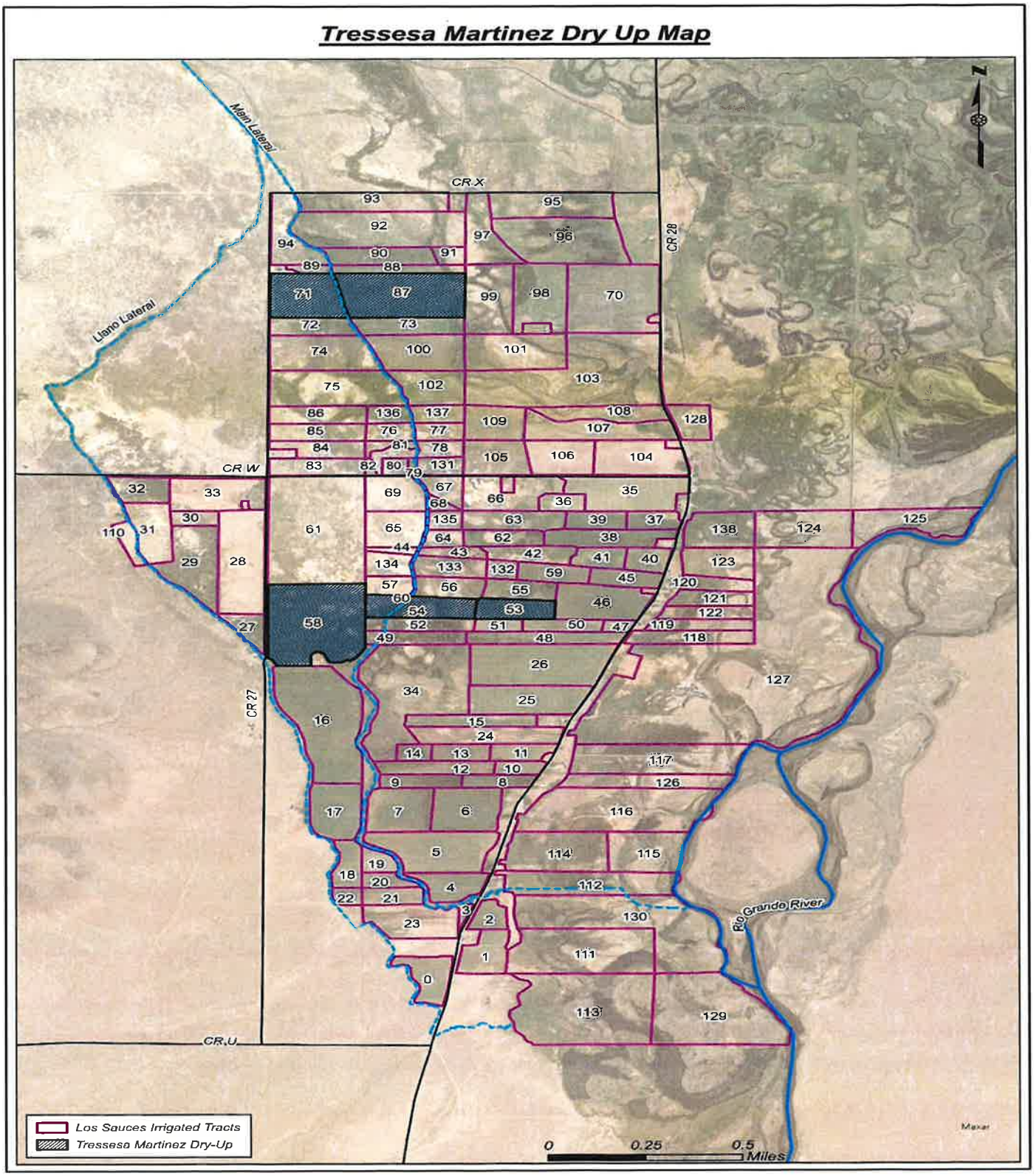
Trinchera Subdistrict

By: — 12/20/2024

Monty Smith — Date
President
Trinchera Water Conservancy District

Exhibit A

Parcels to be Dried Up



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Jeff Martinez, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 22.87 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 2 shares generate approximately 50.29 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 22.87 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Jeff Martinez
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ 2/20/26
Jeff Martinez Date

Subdistrict No. 3

By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

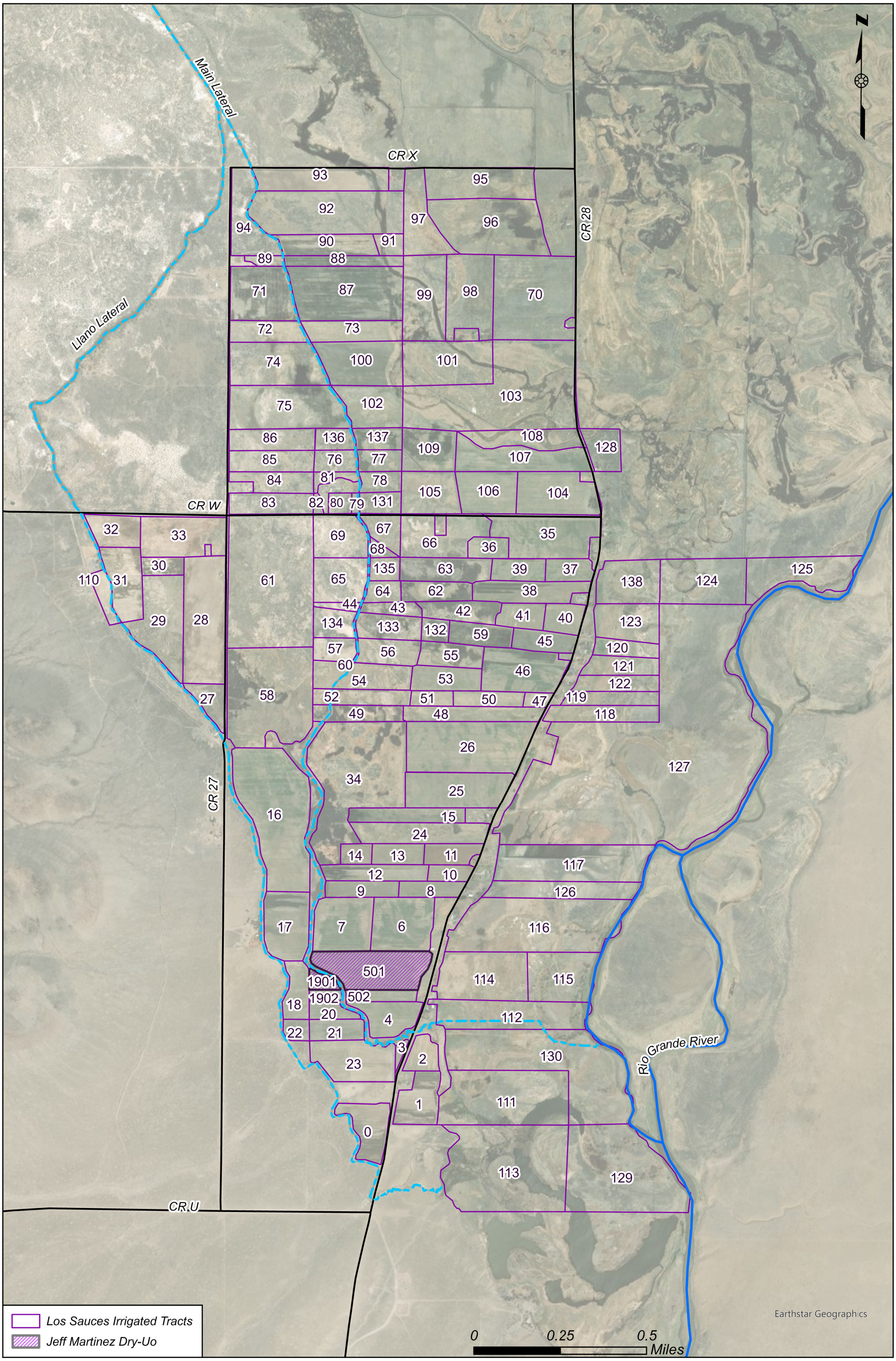
By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ 2/20/26
Monty Smith Date
President
Trinchera Water Conservancy District

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Jeff DeLeon, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 127.31 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

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1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 2 shares generate approximately 100.20 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 127.31 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Jeff DeLeon
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ 20 FEB 26
Jeff DeLeon Date

Subdistrict No. 3

By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

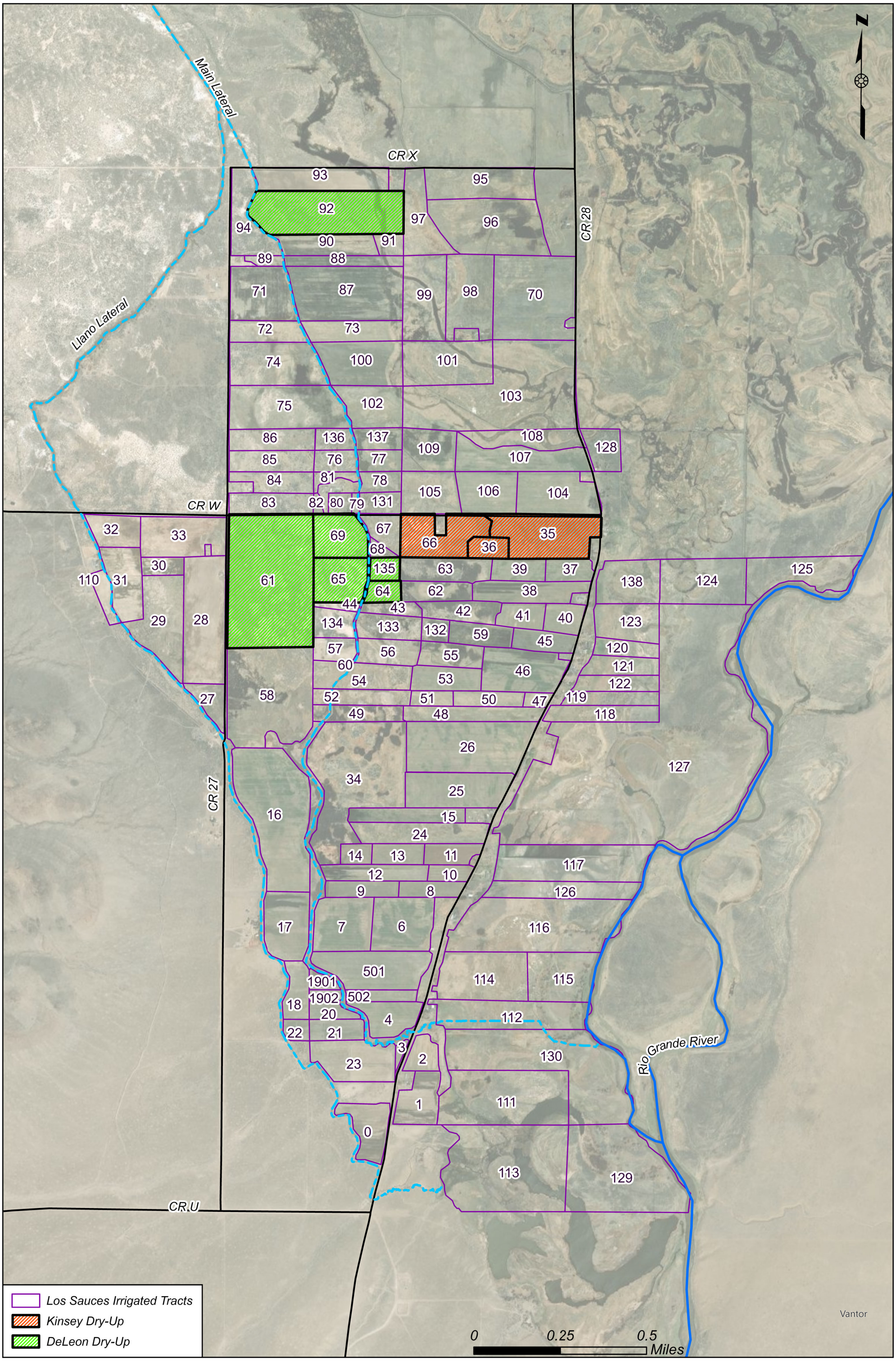
By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ 2/20/26
Monty Smith Date
President
Trinchera Water Conservancy District

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Dale Kinsey, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 43.18 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 2 shares generate approximately 82.77 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 43.18 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Dale Kinsey
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Dale E Kinsey
Dale Kinsey

2-20-2026
Date

Subdistrict No. 3

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

2/20/26
Date

Subdistrict No. 6

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

2/20/26
Date

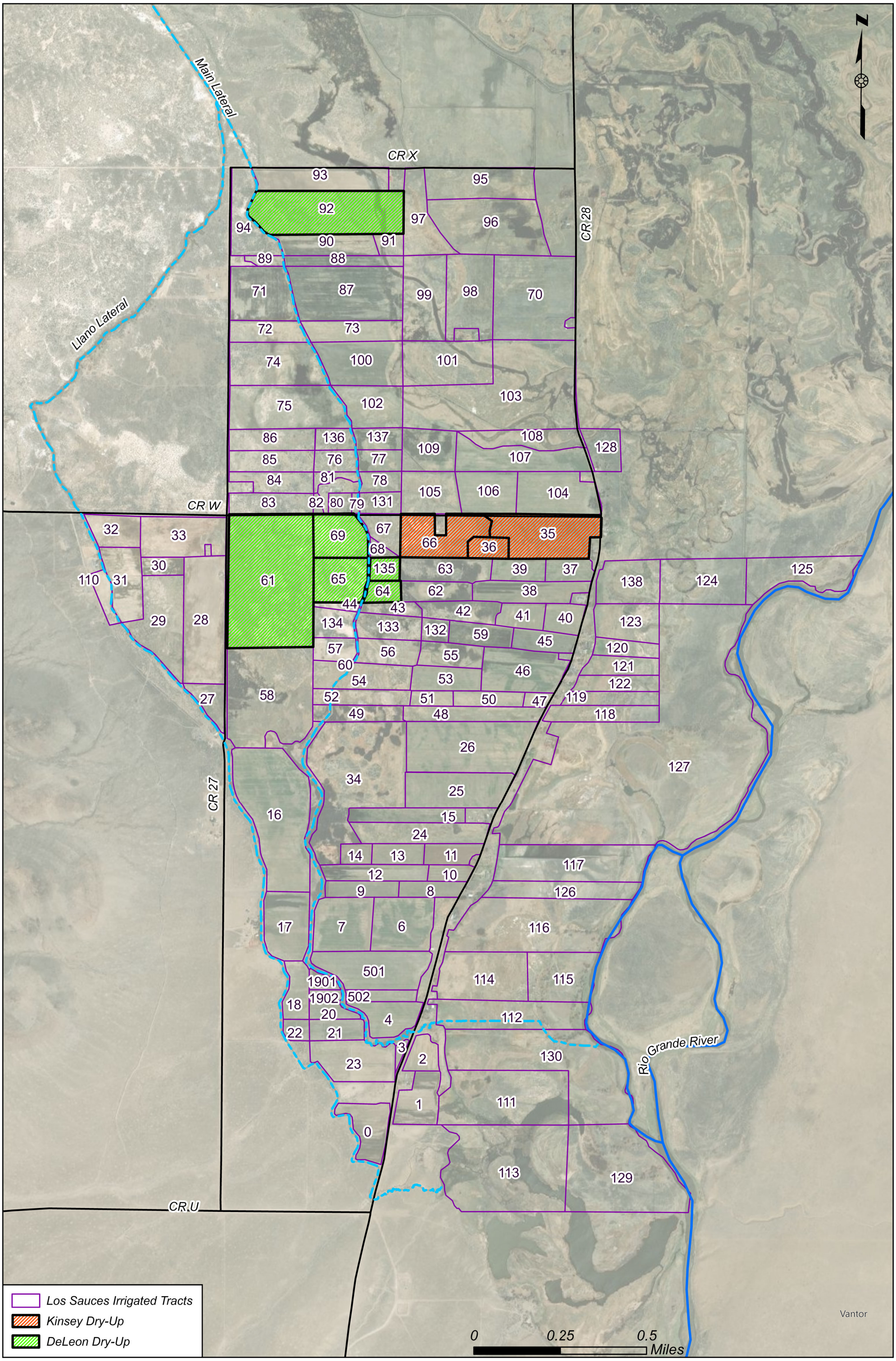
Trinchera Subdistrict

By: Monty Smith
Monty Smith
President
Trinchera Water Conservancy District

2/20/26
Date

EXHIBIT A

Los Sauces Ownership Information



DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
3401 QUEBEC STREET, SUITE 3400
DENVER, COLORADO 80207

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins.com

December 30, 2024

via DWR Portal

Mr. Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Substitute Water Supply Plan 2025/2026 water year for the purpose of temporarily approving the use of a water right for Special Improvement District No. 3 and Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprises and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, pursuant to section 37-92-308(5), C.R.S., Water Division No. 3; SWSP ID 9364**

Dear Mr. Ullmann,

Special Improvement District No. 3 and Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through their Water Activity Enterprises, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District (collectively "Subdistricts") submit this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2025 to April 30, 2026.

The $300.00 filing fee will be paid through the DWR Portal. A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This water right has not been the subject of a prior administrative change.

This SWSP does not represent all sources of water the Subdistricts will use to remedy injurious depletions and does not limit the other actions being taken by the Subdistricts in order to meet the requirements of their respective Groundwater Management Plans as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistricts to assure their respective 2025/2026 Annual Replacement Plans conform with the requirements

of their Groundwater Management Plans.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's respective Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Subject Water Rights.

The water right subject to this request is 15.97 shares out of the total 81.79 shares in Los Sauces Ditch. Davis Engineering, Historical Consumptive Use Analysis Report for the Los Sauces Ditch (Dec. 18, 2024) ("HCU Report") at ¶ 4, attached as Exhibit B. The Los Sauces Ditch, WDID No. 2200587, owns 100% of Priority No. 32, 88.43 cfs in total.

Evidence of the Subdistricts' right to use this water is provided in Exhibit C.

II. Project Description.

The Subdistrict will dry-up approximately 431.82 acres historically irrigated by flood irrigation from the Los Sauces Ditch. HCU Report at ¶ 2. The Subdistricts will use the historical consumptive use credits from this dry-up under their respective approved Annual Replacement Plans to supply water to remedy injurious depletions in time, location, or amount, either directly or after storage, and/or lease said credits to another subdistrict for the same purpose.

III. Change of Water Right.

The Subject Water Rights have historically been used to irrigate fields under the Los Sauces Ditch, comprised of approximately 431.82 irrigated acres. HCU Report at ¶ 2. The historical diversions for the 15.97 shares are an average of 1,794.16 acre-feet per year of the 9,188.05 average acre-feet per year of the entire Los Sauces Ditch. HCU Report at ¶ 4. Historically irrigated acres and crop type are discussed in paragraph 5 of the HCU Report and shown in Attachment 4 and Attachment 5 of the HCU Report. The average annual historical consumptive use for the subject 15.97 shares of the Los Sauces Ditch is 730.17 acre-feet per year. HCU Report at ¶ 6.

Paragraph 8 of the HCU Report shows the Monthly Average Consumptive use generated by the subject 15.97 shares. Table 8 of the HCU Report shows the daily allocation equations for the subject 15.97 shares. The Table includes calculations to determine daily portions of the ditch loss, on farm return flows, and consumptive use. Operation under this approved SWSP will involve diverting ditch loss portions of the daily allocation at the headgate and those portions will be left in the ditch. HCU Report at ¶ 10. The return flow portions may be run in the farm laterals or otherwise recharged on-site to replicate the historical return flows. The return flow portion of the historical use will be operated as described in the HCU Report. HCU Report at ¶ 10.

The changed subject shares may be used to remedy injurious depletions directly in time, location, and amount, through an administrative exchange, or stored, either directly or by administrative exchange, in a reservoir for release later in the same irrigation season or in a subsequent irrigation season. The Subdistricts acknowledge that the Division Engineer may impose reasonable losses if the water is exchanged. It is the Subdistricts' understanding that water stored under this SWSP and carried into future years will not require subsequent SWSP requests.

When the monthly consumptive use limits in Table 7 are reached, any additional priority water may be stored by exchange to Platoro Reservoir for delivery at a later date within the same year, with appropriate transit losses and diverted as with the earlier water deliveries. This will mimic the historical use of the water rights. HCU Report at ¶ 7.

The Subdistricts request that the subject 15.97 shares be changed pursuant to this SWSP request to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved Annual Replacement Plan, whether directly, by exchange, and storage by exchange in Platoro, Rio Grande, Santa Maria, Continental, and Beaver Reservoirs. No such storage may take place without a separate storage agreement with a reservoir owner.

Under the terms requested herein, there will be no injury to any other water rights.

IV. Operation of Plan.

This Los Sauces system has two main laterals West of Highway 28. The entirety of the lands under this proposed fallow program are located west of the highway. The ditch loss portion of the allocation will be diverted and run in the system in the traditional fashion. For the return flows and consumptive use volumes one of two methods will be utilized to convey this water to the river.

The first operating option is to run all water that is attributed to consumptive use and return flows through the lower ditch lateral. The water will then be taken east in a farm lateral that runs along the north edge of parcel 15, crosses Highway 28 and dumps into an existing pond. These flows will then be released from the pond, conveyed to the Rio Grande, and measured with a flume prior to returning to the river. This option would more closely replicate the historical operation of the ditch and the various return flows.

Infrastructure required for option 1 will include a Parshall flume with a continuous recorder, piping a portion of the existing farm lateral below the pond (±950 l.f.), and constructing an open ditch to the river (±675 l.f.). All of the infrastructure associated with option 1 would be installed on land owned by Thomas Martinez.

The second operating option is to construct an augmentation station on the Los Sauces Ditch directly downstream of the headgate. The return flow and consumptive use allocation will be measured and then returned directly to the Conejos River downstream of the headgate.

Infrastructure required for option 2 would include a tee-box with a headgate, a Parshall flume with a continuous recorder, and construction of an open ditch back to the Conejos River. A separate agreement would have to be obtained from the landowner where the Los Sauces Headgate exists prior to any infrastructure being installed for option 2.

The Subdistricts will decide on a daily basis which operating option will be used, and appropriate records and accounting will be kept and reported to the Division Engineer.

Under either operation there will be no injury to other water rights. To facilitate administration and plan accounting, appropriate records will be submitted to the DWR monthly, in a manner approved prior to program operation.

Any lease of historical consumptive use credits to another subdistrict will operate in the same manner.

The Subdistricts hereby request that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

HILL & ROBBINS, P.C.

/s Peter J. Ampe
Subdistrict Nos. 3 and 6
Peter J. Ampe, Esq.

CURTIS, JUSTUS, & ZAHEDI, LLC

/s John P. Justus
Groundwater Management Subdistrict of the
Trinchera Water Conservancy District
John P. Justus, Esq.

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for a Substitute Water Supply Plan for 2025/2026 ARP year for the purpose of changing purpose of use of water rights for Subdistricts No. 3 and No. 6 of the Rio Grande Water Conservation District and the Trinchera Subdistrict, pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (December 30, 2024) this 30th day of December 2024 as follows:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; coyotegulch@mac.com; sschroeder@geiconsultants.com; Mary.Presecan@LREwater.com; KNEWMYER@HPKWATERLAW.COM; sroberts@spronkwater.com; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; rodney.clark@co.usda.gov; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; kburgemeister@lawoftherockies.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; JEREMY@BOULDERVALLEYRE.COM; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; dniemela@bbawater.com; mwelsh@elementwaterinc.com; CLINTON@DAVENG.COM; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; jonathan@ingramdrilling.com; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; DEBORAH.SARASON@STATE.CO.US; A700pilot@gmail.com; nicole@nvlangley.net; jeremy@wellsengineering.net; dfisher@hfak.com; karlyn.armstrong@state.co.us; 5hearts@q.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; Kcurtis@DOLORESWATER.COM; kjcrandall@hollandhart.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; roberta.barela@state.co.us; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; mayatk30@gmail.com; kadr@bhgrlaw.com; cody.steuben@gmail.com; ryan.unterreiner@state.co.us; dmr247@gmail.com; andrea.bronson@dgslaw.com; chris@rgwcd.org; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; jon.erickson@state.co.us; jason.brothers@summitwatereng.com; MATTHEW@MERRILLWATERLAW.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; stagecoach.office@gmail.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org;

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/s Peter J. Ampe
Peter J. Ampe

EXHIBIT B

SINCE 1948 DAVIS ENGINEERING SERVICE, INC.

Historical Consumptive Use Analysis Report For the Los Sauces Ditch

Prepared December 23, 2024
by
Davis Engineering Service, Inc.
P.O. Box 1840, 1314 11th Street
Alamosa, Colorado 81101
Phone No. (719) 589-3004

COLORADO LICENSED 12-23-24 CLINTON M. PHILLIPS 51205 PROFESSIONAL ENGINEER

Clinton M. Phillips
Professional Engineer
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Attachment 4 – Yearly Irrigated Land Maps
Attachment 5 – Historical Cropping Record
Attachment 6 – State CU IWR
Attachment 7 – SWSP Operations Map

1.0) Introduction

This historical consumptive use (HCU) analysis report was originally prepared by Agro Engineering for the Los Sauces Ditch located in Conejos County (Properties). The study period used for the HCU analysis was a total of 45 years covering the time period of 1969 through 2014. The analysis was completed with the aid of StateCU program and aerial images. This analysis shows the historical consumptive use credit yield from the properties in the ditch service area. With this information, an informed decision can be made to potentially dry up the land to replace injurious depletions to the river.

2.0) Lands to be Dried Up

The total area to be dried up is listed by field number in Table 1, below. This consists of the properties owned by Tressesa Martinez, Thomas Martinez, and Karen Jennings. All properties are located West of Highway 28.

Table 1 – Dry-up Areas

Tressesa Martinez		Thomas Martinez		Karen Jennings	
ID 9		ID 10		ID 11	
Field	Dry-up Area	Field	Dry-up Area	Field	Dry-up Area
53	8.79 ac	16	43.97 ac	18	7.02 ac
54	13.33 ac	24	15.15 ac	21	6.25 ac
58	43.28 ac	25	18.87 ac	22	2.77 ac
71	18.00 ac	26	32.88 ac	23	16.33 ac
87	31.89 ac	34	46.02 ac		
		48	11.33 ac		
		49	7.62 ac		
		74	21.27 ac		
		100	18.90 ac		
		104	13.10 ac		
		105	12.92 ac		
		106	13.45 ac		
		107	16.77 ac		
		109	11.90 ac		
Totals	**115.29 ac**	**-**	**284.15 ac**	**-**	**32.38 ac**

A map of the parcels to be dried up is included as Attachment 1.

3.0) Water Supply

The diversion priority(s) of the Los Sauces Ditch are:

- Los Sauces Ditch WDID No. 2200587 (owns 100% of the priorities listed below)
  - Priority No. 32 – 88.43 CFS

The water supply and ditch service area map are included in Attachment 2. The tracts of land in this analysis were solely irrigated with surface water from the Los Sauces Ditch and applied through flood irrigation for the duration of this analysis.

4.0) Surface Water Diversion

The historical diversion records (1969 to 2014) for the Los Sauces Ditch are included in Attachment 3. A table of the water attributable to the participating shares used on the owners' lands West of Highway 28, as well as a total diversions record is provided. The annual average headgate diversions are shown in Table 2, below.

Table 2 – Annual Average Surface Water Diversions

	Participating Shares	Annual Average Headgate Diversions (Acre-Feet)
Owner #9	2.15	241.69
Owner #10	12.44	1397.95
Owner #11	1.38	154.52
Total Los Sauces Ditch	81.79	9188.05

5.0) Cropping & Irrigated Areas

To find the different crop types and irrigated acreages on the properties, aerial photos and FSA data was used within the time period of 1969 through 2014. The crops grown are shown in maps included as Attachment 4. The full cropping history for the fields in this proposed fallow program can be found in Attachment 5. In all years a combination of Alfalfa, New Alfalfa and Grass Pasture of varying degrees of irrigation quality were the only crops grown. In addition to those crops one field was fallowed in the analysis period. An irrigation sufficiency factor was applied to each crop as discussed in the following HCU calculation section.

If cropping data or aerial photos were not available for a year, then interpolation between two known years was used to estimate cropping and acreage. When the crop type on a tract changed between two aerial photos the interpolation was adjusted to create a logical switch at the midpoint in time. In the Attachment 5 tables the bolded years have historical data whereas the plain text is interpolated data.

6.0) HCU Calculation

StateCU was used to develop an Irrigation Water Requirement (IWR) for each crop described in Attachment 5. StateCU uses the modified Blaney-Criddle method to estimate historical consumptive use based on input data such as water supply, cropping, and climate data. Theissen weighting was used to adjust the StateCU results from the nearest stations to approximate on-site conditions. The Climate Stations used in this analysis were Manassa, CO USC00055322 and San Luis Valley Regional Airport, CO USW00023061. The results of the weighted StateCU IWR output can be found in Attachment 6.

Adjustments were made to the Alfalfa and Grass Pasture IWR values to account for limitations in water supply and inconsistent irrigation. Table 3, below, provides the full Irrigation Sufficiency Scaling Factors utilized in this analysis.

Table 3 – Crop IWR Irrigation Sufficiency Scaling Factors

Alfalfa-Above Average	87.5%
Alfalfa-Average	75.0%
Alfalfa-Below Average	50.0%
Alfalfa-Poor	25.0%
Pasture-Above Average	87.5%
Pasture-Average	75.0%
Pasture-Below Average	50.0%
Pasture-Poor	25.0%

The yearly crop consumptive use (CU) for each field was calculated by taking the monthly irrigation water requirement from StateCU and multiplying it by the total irrigated acres. This value was then compared to the available headgate diversions after ditch loss and irrigation efficiency was deducted. As per Table 4, below, the estimated crop irrigation efficiency is 83% for sprinkler irrigation and 60% for flood irrigation. It was found that all the parcels in this analysis were flood irrigated exclusively for the duration of the study period.

Table 4 – Irrigation Efficiency Ratings by System

Irrigation System	Efficiency (%)
Flood	60%
Sprinkler	83%
None	0%

During the transit from the river, ditch losses accrued to the shallow aquifer/river which is estimated at 20%. The HCU Analysis was conducted on all parcels in the ditch service area with owners interested in a potential lease-fallow type program. Initially, each parcel was individually investigated. Multiple parcels with the same owner were combined to create an owner specific HCU Summary. Table 5, below, summarizes the calculated surface water consumptive use for the land in the study period. Table 6, below, provides the complete consumptive use analysis results for the study period.

Table 5 – Annual Surface Water Consumptive Use Summary

	Irrigate Area	Average Annual Consumptive Use
	acres	ac-ft
Owner 9	115.29	119.51
Owner 10	284.15	544.99
Owner 11	32.38	65.66
Total	**431.82**	**730.17**

Table 6 - Annual Surface Water Consumptive Use Analysis Results

Historical Consumptive Use for Participating Lands					Historical Consumptive Use for Participating Lands			
Owner	**9**	**10**	**11**		**Owner**	**9**	**10**	**11**
Year	**HCU (ac-ft / yr)**				**Year**	**HCU (ac-ft / yr)**		
1969	107.69	460.80	66.83		**1993**	154.75	539.08	58.65
1970	135.94	476.78	73.05		**1994**	162.28	599.28	81.01
1971	126.80	426.56	63.14		**1995**	162.14	532.19	72.06
1972	104.79	494.82	65.03		**1996**	130.19	625.12	80.79
1973	97.51	408.44	60.51		**1997**	122.32	573.42	75.91
1974	116.94	473.13	69.64		**1998**	112.09	608.72	69.56
1975	107.89	426.68	62.60		**1999**	114.95	536.91	71.33
1976	85.99	438.77	53.37		**2000**	88.20	601.05	54.74
1977	66.22	451.25	41.10		**2001**	124.87	653.49	77.49
1978	99.59	467.94	61.80		**2002**	39.71	270.61	24.64
1979	106.06	475.80	65.82		**2003**	129.06	658.68	80.09
1980	93.39	509.95	57.96		**2004**	104.41	590.83	64.79
1981	91.99	491.17	57.09		**2005**	121.69	625.15	75.52
1982	100.80	437.12	55.20		**2006**	119.29	644.27	74.03
1983	130.09	469.07	58.10		**2007**	155.20	686.56	80.91
1984	89.35	483.18	55.45		**2008**	160.93	676.85	82.11
1985	150.09	450.87	56.34		**2009**	130.01	635.04	78.12
1986	158.02	425.82	53.46		**2010**	148.79	758.10	91.04
1987	117.09	591.94	63.51		**2011**	129.13	673.65	78.46
1988	135.24	606.55	64.91		**2012**	148.94	581.79	67.76
1989	120.66	670.59	69.65		**2013**	111.90	516.26	57.01
1990	136.71	565.83	60.30		**2014**	114.68	602.30	66.51
1991	99.52	597.46	61.76		**Average:**	**119.51**	**544.99**	**65.66**
1992	133.76	579.88	61.27					

7.0) Historical Farm Operation

When the surface water rights described above were in priority the water was diverted to flood irrigate parcels in the ditch service area. If the fields did not need water applied to the crop but the surface water rights were still in priority and Direct Flow Storage was available, then the water was exchanged up to Platoro Reservoir, stored and then released later the same irrigation season when the water was needed. All the surface water rights described above have the legal right to store while in priority and release the same water later in the irrigation season.

8.0) Consumptive Use Credit Generation

The annual average Consumptive Use Credit is 730.17 ac-ft, as per Table 5, above. Average monthly consumptive use values were derived from the monthly diversions as percentages of the historical average annual amount. Table 7 provides the monthly limits for CU generation. For purposes of daily program administration, the equations proposed in Table 8 should be utilized.

Table 7 – Average Monthly Consumptive Use Generated

Monthly Average Consumptive Use Generated								
	March	April	May	June	July	August	September	October
CU (ac-ft)	2.94	51.02	240.03	227.09	91.46	45.73	37.98	33.92

Consumptive use generation will be limited based on the historical annual and monthly averages.

9.0) Water Right Allocation

Return flows in addition to the ditch loss have historically flowed down gradient towards the Rio Grande. The following percentages of total diversions were attributed to the return flow and ditch loss portion of the surface water supply:

- Ditch loss was assumed to be 20% of total diversions.
- On-Farm Returns flows were assumed to be 39.30%
- The remaining percentage for Consumptive Use Credit is 40.70%

To assist in performing the daily allocation calculations, formulas were developed as per Table 8, below. All variables in the table can be calculated using either CFS or ac-ft/day.

Table 8 – Daily Allocation Equations

Daily Allocation Equations	
Total Participating Headgate Diversions "A"	A = Z + Y + X
Ditch Loss "Z"	Z = A * 0.20
On Farm Return Flows "Y"	Y = (A * 0.3930)
Consumptive Use "X"	X = (A * 0.4070)

10.0) SWSP Operation

This ditch system has two main laterals West of Highway 28. The entirety of the lands under this proposed fallow program are located west of the highway. It is proposed that the ditch loss portion of the allocation be diverted and run in the system in the traditional fashion. For the return flows and consumptive use volumes one of two methods will be utilized to convey this water to the river.

The first operating option is to run all water that is attributed to consumptive use and return flows through the lower ditch lateral. The water will then be taken east in a farm lateral that runs along the north edge of parcel 15, crosses Highway 28 and dumps into an existing pond. These flows will then be released from the pond, conveyed to the Rio Grande, and measured with a flume prior to returning to the river. This option would more closely replicate the historical operation of the ditch and the various return flows.

Infrastructure required for option 1 would include a parshall flume with a continuous recorder, piping a portion of the existing farm lateral below the pond (±950 l.f.), and constructing an open ditch to the river (±675 l.f.). All of the infrastructure associated with option 1 would be installed on land owned by Thomas Martinez.

The second operating option is to construct an augmentation station on the Los Sauces Ditch directly downstream of the headgate. The return flow and consumptive use allocation will be measured and then returned directly to the Conejos River downstream of the headgate.

Infrastructure required for option 2 would include a tee-box with a headgate, a parshall flume with a continuous recorder, and construction of an open ditch back to the Conejos River. A separate agreement would have to be obtained from the landowner where the Los Sauces Headgate exists prior to any infrastructure being installed for option 2.

It will be decided on a daily basis which operating option will be used, and appropriate records and accounting will be kept and reported to the Division Engineer. Under either operation there will be no injury to other water rights. To facilitate administration and plan accounting, appropriate records will be submitted to the DWR monthly, in a manner approved prior to program operation.

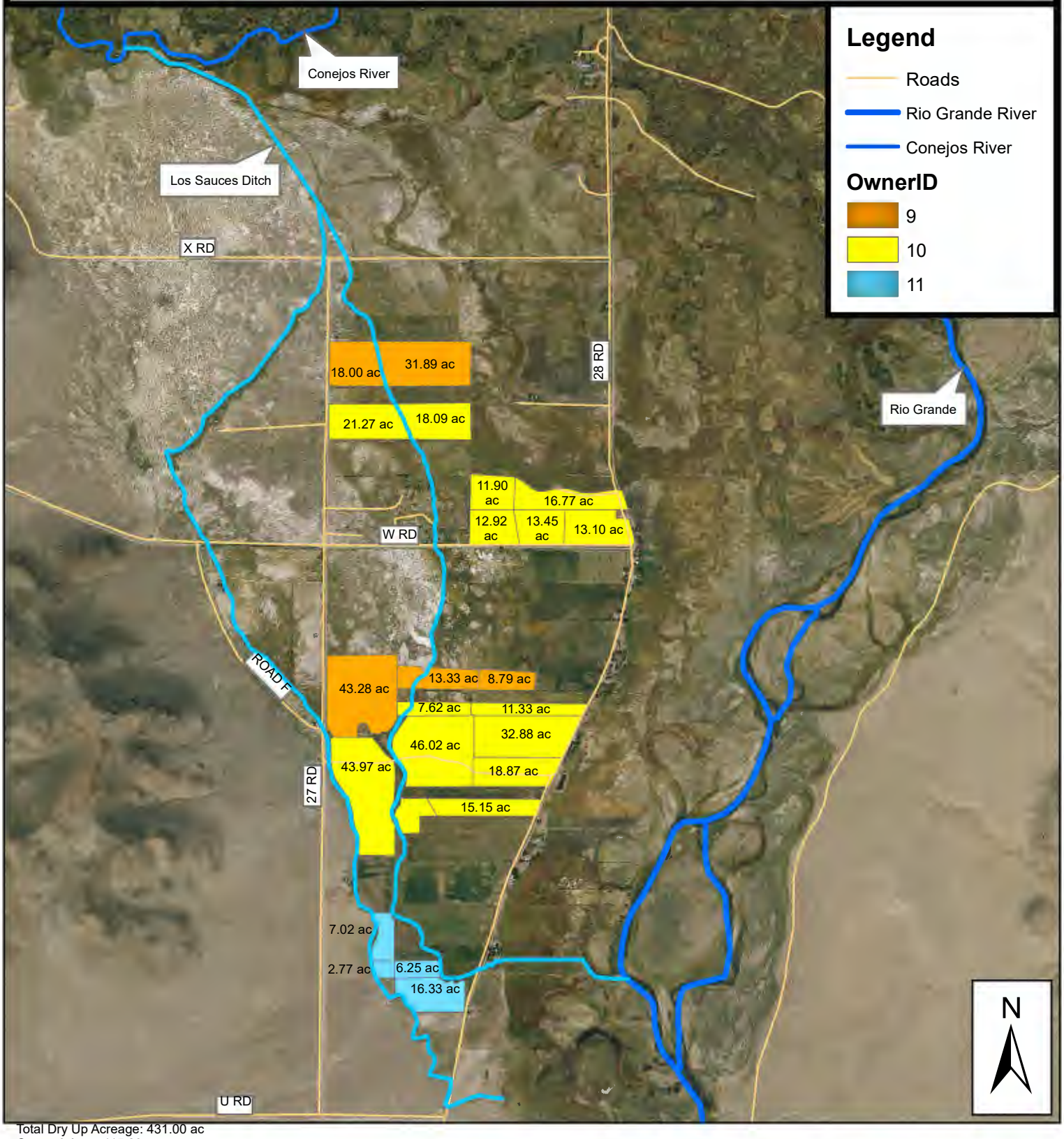
11.0) Conclusion

Surface water consumptive use credits can be created for this group of fields, per the average monthly consumptive use values in Table 7, for the water right when it is in priority, and able to divert water. The estimated annual average historical surface water consumptive use for these fields is ±730.17 ac-ft.

Attachment 1

Map Showing Land to be Dried Up

Los Sauces Ditch
2025 Dry Up Map



Total Dry Up Acreage: 431.00 ac
Owner 9 Area: 115.29 ac
Owner 10 Area: 283.34 ac
Owner 11 Area: 32.37 ac

Owner IDs reference Historical Consumptive Use Analysis.
Aerial imagery is from 2023.

0 0.25 0.5 1 1.5 2 Miles

SINCE 1948
Davis Engineering Service, Inc.
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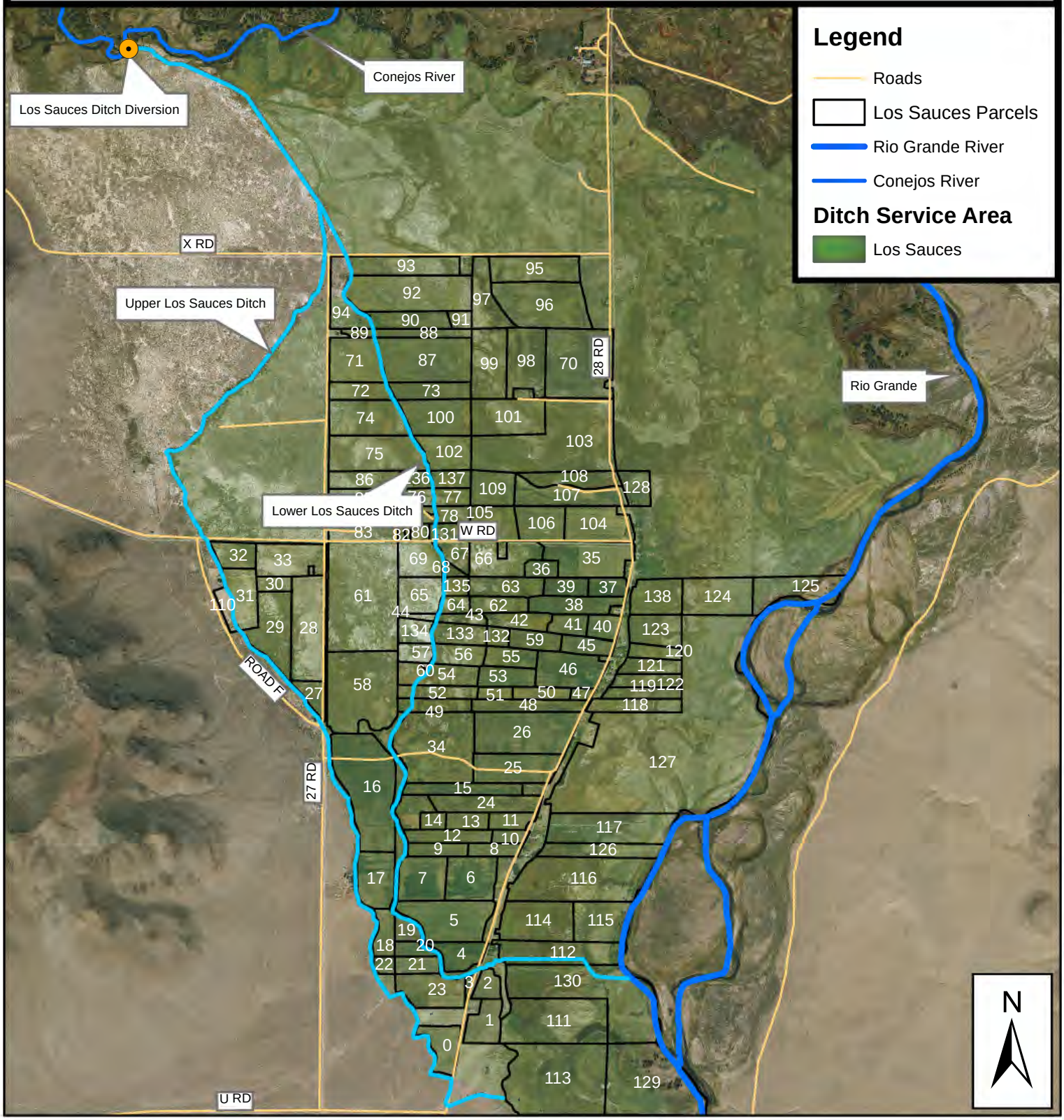
P.O. Box 1840
Alamosa, CO 81101
(719)589-3004

Attachment 2

Water Supply Map

Los Sauces Ditch
Water Supply Map



The Los Sauces Ditch diverts water from the Conejos River prior to the confluence with the Rio Grande. There are two main laterals in the ditch system.

An alternate point of diversion exists for the Los Sauces Ditch at Platoro Reservoir.
Parcel IDs reference the Historical Consumptive Use Analysis.
Aerial Imagery is from 2023.

0 0.25 0.5 1 1.5 2 Miles

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March 6, 2026

via DWR Portal

Mr. Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Substitute Water Supply Plan 2026/2027 water year for the purpose of temporarily approving the use of a water right for Special Improvement District No. 3 and Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprises and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, pursuant to section 37-92-308(5), C.R.S., Water Division No. 3;**

SWSP ID #9528

Dear Mr. Ullmann,

Special Improvement District No. 3 and Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through their Water Activity Enterprises, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District (collectively "Subdistricts") submit this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2026 to April 30, 2027.

The $300.00 filing fee will be paid through the DWR Portal. A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This is the first request for the DeLeon, Kinsey and J. Martinez shares and the second request for the Th. Martinez and Te. Martinez shares by the Subdistricts for this water, SWSP ID #9528.

This SWSP does not represent all sources of water the Subdistricts will use to remedy

injurious depletions and does not limit the other actions being taken by the Subdistricts to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistricts to assure their respective 2026/2027 Annual Replacement Plans conform with the requirements of their respective Plans of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict's respective Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. Subject Water Rights.

The water right subject to this request is 20.59 shares out of the total 81.79 shares in Los Sauces Ditch. Davis Engineering, Historical Consumptive Use Analysis Report for the Los Sauces Ditch (Mar. 3, 2026) ("HCU Report") at ¶ 4, Table 5. HCU Report attached as Exhibit B. The Los Sauces Ditch, WDID No. 2200587, owns 100% of Priority No. 32, 88.43 cfs in total.

Evidence of the Subdistricts' right to use this water is provided in Exhibit C.

II. Project Description.

The Subdistrict will dry-up approximately 592.80 acres historically irrigated by flood irrigation from the Los Sauces Ditch. HCU Report at ¶ 2. The Subdistricts will use the historical consumptive use credits from this dry-up under their respective approved Annual Replacement Plans to supply water to remedy injurious depletions in time, location, or amount, either directly or after storage, and/or lease said credits to another subdistrict for the same purpose.

III. Change of Water Right.

The Subject Water Rights have historically been used to irrigate fields under the Los Sauces Ditch, comprised of approximately 592.80 irrigated acres. HCU Report at ¶2, Table 1. The historical diversions for the 20.59 shares are an average of 2,313.65 acre-feet per year of the 9,188.05 average acre-feet per year of the entire Los Sauces Ditch. HCU Report at ¶ 4, Table 2. Historically irrigated acres and crop type are discussed in paragraph 5 of the HCU Report and shown in Attachment 4 and Attachment 5 of the HCU Report. The average annual historical consumptive use for the subject 20.59 shares of the Los Sauces Ditch is 897.76 acre-feet per year. HCU Report at ¶ 6, Table 5.

Paragraph 8 of the HCU Report shows the Monthly Average Consumptive use generated by the subject 20.59 shares. Table 8 of the HCU Report shows the daily allocation equations for the subject 20.59 shares. The Table includes calculations to determine daily portions of the ditch loss, on farm return flows, and consumptive use. Operation under this approved SWSP will involve diverting ditch loss portions of the daily allocation at the headgate and those portions will be left in the ditch. HCU Report at ¶ 10. The return flow portions may be run in the farm laterals or

otherwise recharged on-site to replicate the historical return flows. The return flow portion of the historical use will be operated as described in the HCU Report. HCU Report at ¶ 10.

The changed subject shares may be used to remedy injurious depletions directly in time, location, and amount, through an administrative exchange, or stored, either directly or by administrative exchange, in a reservoir for release later in the same irrigation season or in a subsequent irrigation season. The Subdistricts acknowledge that the Division Engineer may impose reasonable losses if the water is exchanged. It is the Subdistricts' understanding that water stored under this SWSP and carried into future years will not require subsequent SWSP requests.

When the monthly consumptive use limits in Table 7 are reached, any additional priority water may be stored by exchange to Platoro Reservoir for delivery at a later date within the same year, with appropriate transit losses and diverted as with the earlier water deliveries. This will mimic the historical use of the water rights. HCU Report at ¶ 7.

The Subdistricts request that the subject 20.59 shares be changed pursuant to this SWSP request to include, in addition to irrigation, the beneficial uses of augmentation and replacement, including remedy of injurious depletions under an approved Annual Replacement Plan, whether directly, by exchange, and storage by exchange in Platoro, Rio Grande, Santa Maria, Continental, and Beaver Park Reservoirs. No such storage may take place without a separate storage agreement with a reservoir owner.

Under the terms requested herein, there will be no injury to any other water rights.

IV. Operation of Plan.

This Los Sauces system has two main laterals West of County Road 28. The entirety of the lands under this proposed fallow program are located west of County Road 28. The ditch loss portion of the allocation will be diverted and run in the system in the traditional fashion. For the return flows and consumptive use volumes one of two methods will be utilized to convey this water to the river.

The first operating option is to run all water that is attributed to consumptive use and return flows through the lower ditch lateral. The water will then be taken east in a farm lateral that runs along the north edge of parcel 15, crosses County Road 28 and then conveyed to the Rio Grande. All flow will be measured with a flume prior to being conveyed to the Rio Grande. This option would more closely replicate the historical operation of the ditch and the various return flows.

Infrastructure required for option 1 will include a Parshall flume with a continuous recorder, piping a portion of the existing farm lateral below the pond (±950 l.f.), and utilizing an open ditch to the river (±675 l.f.). All of the infrastructure associated with option 1 is installed on land owned by Thomas Martinez.

The second operating option is to allow the consumptive use associated with this project to be left in the Conejos River at the Los Sauces Ditch headgate where it may be exchanged up or down the Conejos into reservoirs on the Conejos or Rio Grande systems or used to remedy daily stream depletions on Reach 1 or 2 of the Conejos River or Reaches 1, 2, or 3 of the Rio Grande. Any such exchanges or daily payment of depletions would be limited to resrvoirs and stream reaches physically connected with live stream to the Los Sauces headgate.

While Option 2 is being utilized, return flow obligations must continue to be passed through the Option 1 infrastructure and into the Rio Grande to mimic historic retorn flows.

The Subdistricts will decide on a daily basis which operating option will be used, and appropriate records and accounting will be kept and reported to the Division Engineer.

Under either operation there will be no injury to other water rights. To facilitate administration and plan accounting, appropriate records will be submitted to the DWR monthly, in a manner approved prior to program operation.

Any lease of historical consumptive use credits to another subdistrict will operate in the same manner.

The Subdistrict hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

HILL & ROBBINS, P.C.

/s Peter J. Ampe
Subdistrict Nos. 3 and 6
Peter J. Ampe, Esq.

CURTIS, JUSTUS, & ZAHEDI, LLC

/s John P. Justus
GMS of the Trinchera Water Conservancy District
John P. Justus

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for a Substitute Water Supply Plan for 2026/2027 ARP year for the purpose of changing purpose of use of water rights for Subdistricts No. 3 and No. 6 of the Rio Grande Water Conservation District and the GMS of the Trinchera Water Conservancy District, pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (March 6, 2026) this 6th day of March 2026 as follows:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; epi@riousa.com; coyotegulch@mac.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; Mary.Presecan@SpherosEnv.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; KNEWMYER@HPKWATERLAW.COM; steve@atenciolaw.net; sroberts@spronkwater.com; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; jnslade657@gmail.com; rodney.clark@co.usda.gov; SWSP@troutlaw.com; jdischinger@fwlaw.com; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; trb@tbvs.net; kburgemeister@lawoftherockies.com; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; fuchsranchinc@gmail.com; JEREMY@BOULDERVALLEYRE.COM; whillhouse@hfak.com; whcaile@hollandhart.com; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; dniemela@bbawater.com; mwelsh@elementwaterinc.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; CLINTON@DAVENG.COM; amalotte@bbawater.com; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; STEVE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; thunter@travelin.com; jonathan@ingramdrilling.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; benl@lewicki.biz; DEBORAH.SARASON@STATE.CO.US; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; A700pilot@gmail.com; nicole@nvlangley.net; amr@amr-law.com; lescobar.ana@gmail.com; jeremy@wellsengineering.net; dfisher@hfak.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; 5hearts@q.com; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; kara.sobieski@wilsonwatergroup.com; Kcurtis@DOLORESWATER.COM; patrick@waterlaw.com; kjcrandall@hollandhart.com; mkobza@bouldercounty.org; pfoster@wrightwater.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; roberta.barela@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; JOAN.CHAVEZ@STATE.CO.US; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov;

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/s Peter J. Ampe
Peter J. Ampe

EXHIBIT B

SINCE 1948 DAVIS ENGINEERING SERVICE, INC.

Historical Consumptive Use Analysis Report For the Los Sauces Ditch

Prepared March 3, 2026
by
Davis Engineering Service, Inc.
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Attachments

Attachment 1 – Map Showing Lands to be Dried Up
Attachment 2 – Water Supply Map
Attachment 3 – Historical Diversion Records
Attachment 4 – Yearly Irrigated Land Maps
Attachment 5 – Historical Cropping Record
Attachment 6 – State CU IWR
Attachment 7 – SWSP Operations Map

1.0) Introduction

This historical consumptive use (HCU) analysis report was originally prepared by Agro Engineering for the Los Sauces Ditch located in Conejos County (Properties). The study period used for the HCU analysis was a total of 45 years covering the time period of 1969 through 2014. The analysis was completed with the aid of StateCU program and aerial images. This analysis shows the historical consumptive use credit yield from the properties in the ditch service area. With this information, an informed decision can be made to potentially dry up the land to replace injurious depletions to the river.

2.0) Lands to be Dried Up

The total area to be dried up is listed by field number in Table 1, below. This consists of the properties owned by Tressesa Martinez, Thomas Martinez, Jeff Martinez, Jeff DeLeon, and Dale Kinsey. All properties are located West of County Road 28.

Table 1 – Dry-up Areas

Tressesa Martinez		Thomas Martinez		Jeff Martinez		Jeff DeLeon		Dale Kinsey	
ID 9		ID 10		ID 18		ID 2		ID 13	
Field	Dry-up Area	Field	Dry-up Area	Field	Dry-up Area	Field	Dry-up Area	Field	Dry-up Area
53	8.79 ac	16	43.97 ac	501	20.53 ac	61	60.24 ac	35	22.00 ac
54	13.33 ac	24	15.15 ac	1901	2.34 ac	64	3.99 ac	36	4.61 ac
58	43.28 ac	25	18.87 ac			65	12.54 ac	66	16.56 ac
71	18.00 ac	26	32.88 ac			69	12.14 ac		
87	31.89 ac	34	46.02 ac			92	34.68 ac		
		48	11.33 ac			135	3.72 ac		
		49	7.62 ac						
		74	21.27 ac						
		100	18.90 ac						
		104	13.10 ac						
		105	12.92 ac						
		106	13.45 ac						
		107	16.77 ac						
		109	11.90 ac						
Totals	115.29 ac	-	284.15 ac	-	22.87 ac	-	127.31 ac	-	43.18 ac
							G. Total		**592.8 ac**

A map of the parcels to be dried up is included as Attachment 1.

3.0) Water Supply

The diversion priority(s) of the Los Sauces Ditch are:

- Los Sauces Ditch WDID No. 2200587 (owns 100% of the priorities listed below)
  - Priority No. 32 – 88.43 CFS

The water supply and ditch service area map are included in Attachment 2. The tracts of land in this analysis were solely irrigated with surface water from the Los Sauces Ditch and applied through flood irrigation for the duration of this analysis.

4.0) Surface Water Diversion

The historical diversion records (1969 to 2014) for the Los Sauces Ditch are included in Attachment 3. A table of the water attributable to the participating shares used on the owners' lands West of County Road 28, as well as a total diversions record is provided. The annual average headgate diversions are shown in Table 2, below.

Table 2 – Annual Average Surface Water Diversions

	Participating Shares	Annual Average Headgate Diversions (Acre-Feet)
Owner #9	2.15	241.69
Owner #10	12.44	1397.95
Owner #18	2	224.67
Owner #2	2	224.67
Owner #13	2	224.67
Total Los Sauces Ditch	81.79	9188.05

5.0) Cropping & Irrigated Areas

To find the different crop types and irrigated acreages on the properties, aerial photos and FSA data was used within the time period of 1969 through 2014. The crops grown are shown in maps included as Attachment 4. The full cropping history for the fields in this proposed fallow program can be found in Attachment 5. In all years a combination of Alfalfa, New Alfalfa and Grass Pasture of varying degrees of irrigation quality were the only crops grown. In addition to those crops one field was fallowed in the analysis period. An irrigation sufficiency factor was applied to each crop as discussed in the following HCU calculation section.

If cropping data or aerial photos were not available for a year, then interpolation between two known years was used to estimate cropping and acreage. When the crop type on a tract changed between two aerial photos the interpolation was adjusted to create a logical switch at the midpoint in time. In the Attachment 5 tables the bolded years have historical data whereas the plain text is interpolated data.

6.0) HCU Calculation

StateCU was used to develop an Irrigation Water Requirement (IWR) for each crop described in Attachment 5. StateCU uses the modified Blaney-Criddle method to estimate historical consumptive use based on input data such as water supply, cropping, and climate data. Theissen weighting was used to adjust the StateCU results from the nearest stations to approximate on-site conditions. The Climate Stations used in this analysis were Manassa, CO USC00055322 and San Luis Valley Regional Airport, CO USW00023061. The results of the weighted StateCU IWR output can be found in Attachment 6.

Adjustments were made to the Alfalfa and Grass Pasture IWR values to account for limitations in water supply and inconsistent irrigation. Table 3, below, provides the full Irrigation Sufficiency Scaling Factors utilized in this analysis.

Table 3 – Crop IWR Irrigation Sufficiency Scaling Factors

Alfalfa-Above Average	87.5%
Alfalfa-Average	75.0%
Alfalfa-Below Average	50.0%
Alfalfa-Poor	25.0%
Pasture-Above Average	87.5%
Pasture-Average	75.0%
Pasture-Below Average	50.0%
Pasture-Poor	25.0%

The yearly crop consumptive use (CU) for each field was calculated by taking the monthly irrigation water requirement from StateCU and multiplying it by the total irrigated acres. This value was then compared to the available headgate diversions after ditch loss and irrigation efficiency was deducted. As per Table 4, below, the estimated crop irrigation efficiency is 83% for sprinkler irrigation and 60% for flood irrigation. It was found that all the parcels in this analysis were flood irrigated exclusively for the duration of the study period.

Table 4 – Irrigation Efficiency Ratings by System

Irrigation System	Efficiency (%)
Flood	60%
Sprinkler	83%
None	0%

During the transit from the river, ditch losses accrued to the shallow aquifer/river which is estimated at 20%. The HCU Analysis was conducted on all parcels in the ditch service area with owners interested in a potential lease-fallow type program. Initially, each parcel was

individually investigated. Multiple parcels with the same owner were combined to create an owner specific HCU Summary. Table 5, below, summarizes the calculated surface water consumptive use for the land in the study period. Table 6, below, provides the complete consumptive use analysis results for the study period.

Table 5 – Annual Surface Water Consumptive Use Summary

	Irrigate Area	**Average Annual Consumptive Use**
	acres	ac-ft
Owner #9	115.29	119.51
Owner #10	284.15	544.99
Owner #18	22.87	50.29
Owner #2	127.31	100.20
Owner #13	43.18	82.77
Total	**592.80**	**897.76**

Table 6 - Annual Surface Water Consumptive Use Analysis Results

Historical Consumptive Use for Participating Lands					
Owner	**9**	**10**	**18**	**2**	**13**
Year	**HCU (ac-ft / yr)**				
1969	107.69	460.80	36.98	97.17	70.43
1970	135.94	476.78	38.44	111.88	72.95
1971	126.80	426.56	52.45	78.30	77.91
1972	104.79	494.82	59.65	93.79	89.81
1973	97.51	408.44	50.27	74.85	74.63
1974	116.94	473.13	57.91	87.50	86.29
1975	107.89	426.68	52.09	79.24	77.76
1976	85.99	438.77	53.88	77.60	77.60
1977	66.22	451.25	57.03	59.75	59.75
1978	99.59	467.94	56.49	88.50	84.97
1979	106.06	475.80	57.88	88.89	86.60
1980	93.39	509.95	46.03	84.27	81.44
1981	91.99	491.17	43.40	83.01	77.83
1982	100.80	437.12	39.63	90.95	69.91
1983	130.09	469.07	41.90	117.39	74.62
1984	89.35	483.18	44.04	80.62	77.43
1985	150.09	450.87	40.54	115.48	71.90
1986	158.02	425.82	38.43	108.52	67.99
1987	117.09	591.94	44.16	105.66	86.91
1988	135.24	606.55	45.17	122.03	88.99

1989	120.66	670.59	48.85	108.88	97.49
1990	136.71	565.83	42.01	123.36	82.90
1991	99.52	597.46	44.82	89.80	87.92
1992	133.76	579.88	42.77	120.70	84.74
1993	154.75	539.08	40.64	121.86	79.49
1994	162.28	599.28	57.22	127.57	94.28
1995	162.14	532.19	50.88	113.09	83.77
1996	130.19	625.12	59.93	117.48	98.52
1997	122.32	573.42	54.85	110.38	90.28
1998	112.09	608.72	57.93	101.14	95.64
1999	114.95	536.91	51.31	103.72	84.50
2000	88.20	601.05	62.76	79.59	79.59
2001	124.87	653.49	60.98	112.68	101.82
2002	39.71	270.61	35.83	35.83	35.83
2003	129.06	658.68	60.56	116.45	97.99
2004	104.41	590.83	54.84	94.21	88.35
2005	121.69	625.15	57.73	109.81	93.17
2006	119.29	644.27	46.10	107.64	77.86
2007	155.20	686.56	49.26	121.14	83.02
2008	160.93	676.85	56.68	110.84	90.25
2009	130.01	635.04	53.85	102.28	85.03
2010	148.79	758.10	62.91	125.61	100.78
2011	129.13	673.65	52.65	112.70	86.08
2012	148.94	581.79	45.47	97.33	74.34
2013	111.90	516.26	48.89	96.12	82.16
2014	114.68	602.30	57.04	103.48	95.86
Average:	**119.51**	**544.99**	**50.29**	**100.20**	**82.77**

7.0) Historical Farm Operation

When the surface water rights described above were in priority the water was diverted to flood irrigate parcels in the ditch service area. If the fields did not need water applied to the crop but the surface water rights were still in priority and Direct Flow Storage was available, then the water was exchanged up to Platoro Reservoir, stored and then released later the same irrigation season when the water was needed. All the surface water rights described above have the legal right to store while in priority and release the same water later in the irrigation season.

8.0) Consumptive Use Credit Generation

The annual average Consumptive Use Credit is 897.76 ac-ft, as per Table 5, above. Average monthly consumptive use values were derived from the monthly diversions as percentages of the historical average annual amount. Table 7 provides the monthly limits

for CU generation. For purposes of daily program administration, the equations proposed in Table 8 should be utilized.

Table 7 – Average Monthly Consumptive Use Generated

Monthly Average Consumptive Use Generated								
	March	April	May	June	July	August	September	October
CU (ac-ft)	3.62	62.73	295.12	279.21	112.45	56.23	46.70	41.70

Consumptive use generation will be limited based on the historical annual and monthly averages.

9.0) Water Right Allocation

Return flows in addition to the ditch loss have historically flowed down gradient towards the Rio Grande. The following percentages of total diversions were attributed to the return flow and ditch loss portion of the surface water supply:

- Ditch loss was assumed to be 20% of total diversions.
- On-Farm Returns flows were assumed to be 41.20%
- The remaining percentage for Consumptive Use Credit is 38.80%

To assist in performing the daily allocation calculations, formulas were developed as per Table 8, below. All variables in the table can be calculated using either CFS or ac-ft/day.

Table 8 – Daily Allocation Equations

Daily Allocation Equations	
Total Participating Headgate Diversions "A"	A = Z + Y + X
Ditch Loss "Z"	Z = A * 0.20
On Farm Return Flows "Y"	Y = A * 0.4120
Consumptive Use "X"	X = A * 0.3880

10.0) SWSP Operation

This ditch system has two main laterals West of County Road 28. The entirety of the lands under this proposed fallow program are located west of the County Road 28. It is proposed that the ditch loss portion of the allocation be diverted and run in the system in the traditional fashion. For the return flows and consumptive use volumes one of two methods will be utilized to convey this water to the river.

The first operating option is to run all water that is attributed to consumptive use and return flows through the lower ditch lateral. The water will then be taken east in a farm lateral that runs along the north edge of parcel 15, crosses County Road 28 and then conveyed to the Rio Grande. All flow will be measured with a flume prior to being conveyed to the Rio Grande.

This option would more closely replicate the historical operation of the ditch and the various return flows.

Infrastructure for option 1 includes a parshall flume with a continuous recorder, piping a portion of the existing farm lateral below the pond (±950 l.f.), and constructing an open ditch to the river (±675 l.f.). All of the infrastructure associated with option 1 is installed on land owned by Thomas Martinez.

The second operating option is to allow the consumptive use associated with this project to be left in the Conejos River at the Los Sauces Ditch headgate where it may be exchanged up or down the Conejos into reservoirs on the Conejos or Rio Grande systems or used to remedy daily stream depletions on Reach 1 or 2 of the Conejos River or Reaches 1, 2, or 3 of the Rio Grande. Any such exchanges or daily payment of depletions would be limited to resrvoirs and stream reaches physically connected with live stream to the Los Sauces headgate.

While Option 2 is being utilized, return flow obligations must continue to be passed through the Option 1 infrastructure and into the Rio Grande to mimic historic retorn flows.

It will be decided on a daily basis which operating option will be used, and appropriate records and accounting will be kept and reported to the Division Engineer. Under either operation there will be no injury to other water rights. To facilitate administration and plan accounting, appropriate records will be submitted to the DWR monthly, in a manner approved prior to program operation.

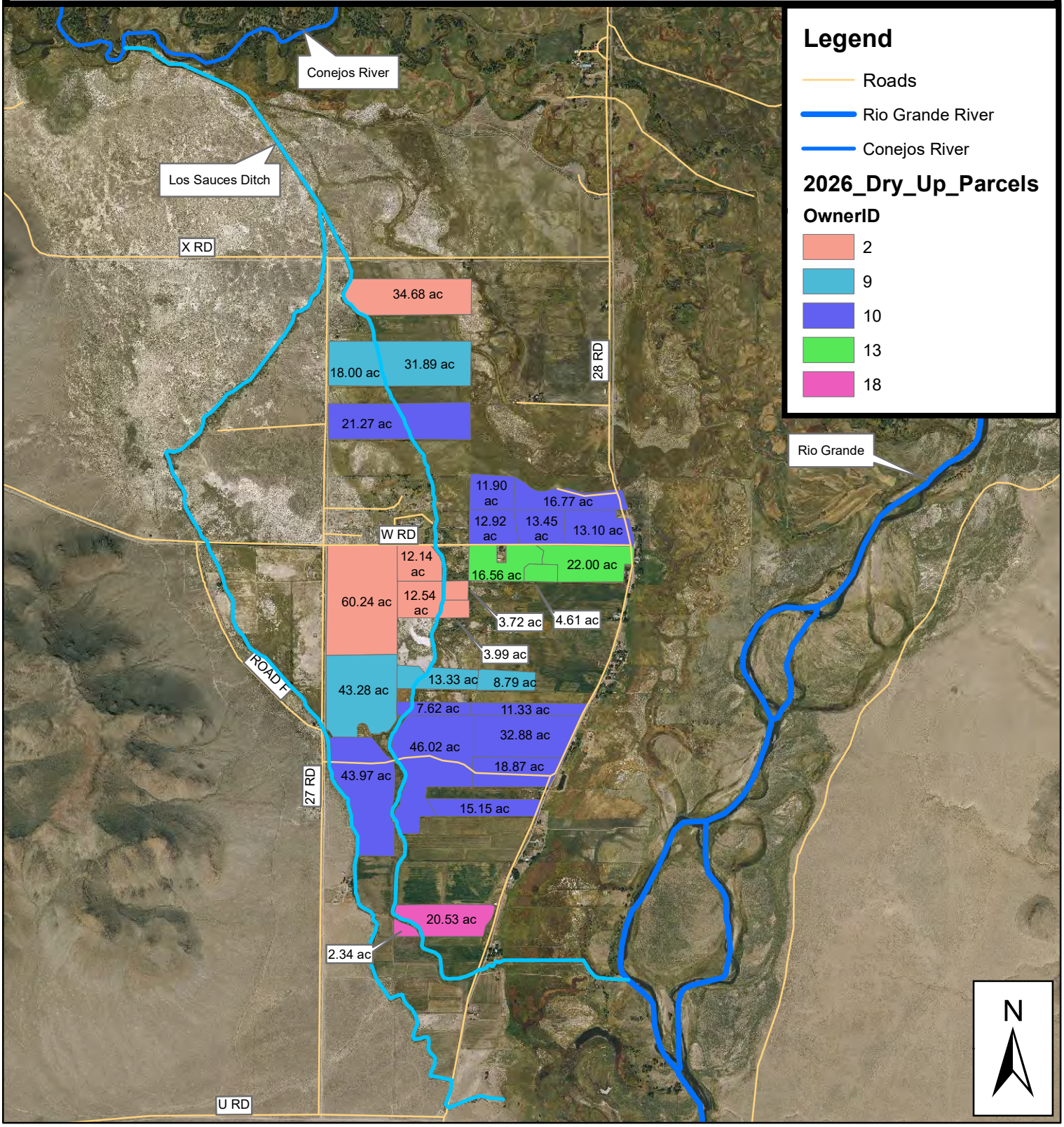
11.0) Conclusion

Surface water consumptive use credits can be created for this group of fields, per the average monthly consumptive use values in Table 7, for the water right when it is in priority, and able to divert water. The estimated annual average historical surface water consumptive use for these fields is ±897.76 ac-ft.

Attachment 1

Map Showing Land to be Dried Up

Los Sauces Ditch
2026 Dry Up Map



Total Dry Up Acreage: 592.79 ac

Owner 2 Area: 127.31 ac
Owner 9 Area: 115.29 ac
Owner 10 Area: 284.08 ac
Owner 13 Area: 43.17 ac
Owner 18 Area: 22.87 ac

Owner IDs reference Historical Consumptive Use Analysis.
Aerial imagery is from 2023.

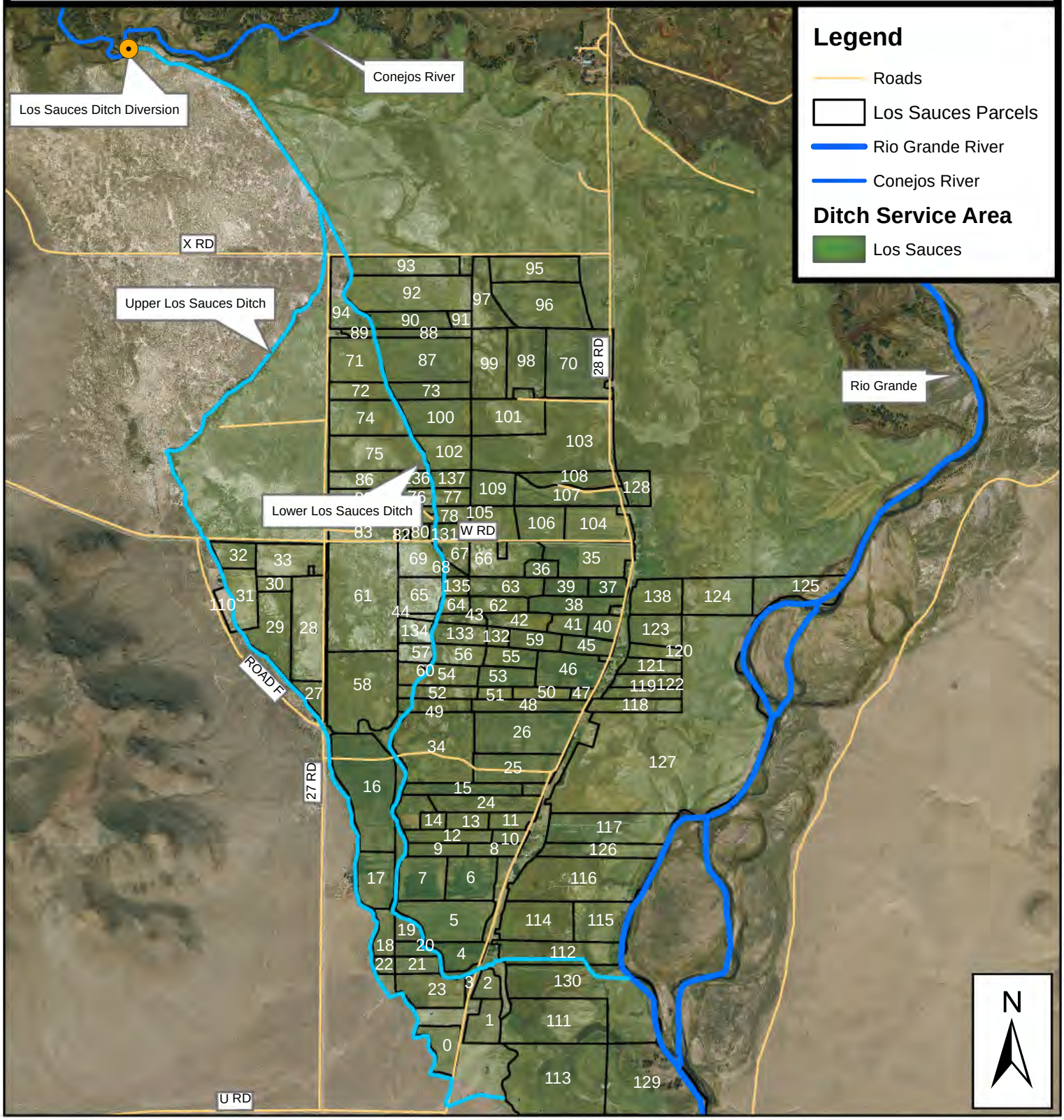
0 0.25 0.5 1 1.5 2 Miles

SINCE 1948 DES
Davis Engineering Service, Inc.
1314 11th Street
P.O. Box 1840
Alamosa, CO 81101
(719)589-3004

Attachment 2

Water Supply Map

Los Sauces Ditch
Water Supply Map



The Los Sauces Ditch diverts water from the Conejos River prior to the confluence with the Rio Grande. There are two main laterals in the ditch system.

An alternate point of diversion exists for the Los Sauces Ditch at Platoro Reservoir.
Parcel IDs reference the Historical Consumptive Use Analysis.
Aerial Imagery is from 2023.

0 0.25 0.5 1 1.5 2 Miles

Davis Engineering Service, Inc.
1314 11th Street
P.O. Box 1840
Alamosa, CO 81101
(719)589-3004

Attachment 3

Historical Diversion Records

Year	Days Water Carried (days)	Max Daily Flow (cfs)	Annual Inseason Irrigation Diversion Summary at Canal Headgate Min Daily Flows: 0.0 cfs Before June 15 and 0.0 cfs after June 15 (Monthly Totals in acre-ft)								TOTAL (acre-ft)
			MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	
1969	152	84.0	0.00	619.00	2446.00	2271.00	1777.00	738.00	428.00	0.00	8279.00
1970	152	72.0	0.00	0.00	3086.00	3019.00	2311.00	678.00	1357.00	0.00	10451.00
1971	184	60.0	4.00	577.00	2753.00	2856.00	1777.00	730.00	268.00	783.00	9748.00
1972	207	81.0	0.00	426.00	2590.00	2196.00	668.00	516.00	682.00	978.00	8056.00
1973	93	88.0	0.00	0.00	1099.00	3660.00	1985.00	752.00	0.00	0.00	7496.00
1974	184	75.0	0.00	0.00	3074.00	2594.00	1156.00	785.00	641.00	740.00	8990.00
1975	110	76.0	0.00	0.00	2594.00	2467.00	2289.00	944.00	0.00	0.00	8294.00
1976	139	74.0	0.00	0.00	1999.00	2660.00	0.00	589.00	518.00	845.00	6611.00
1977	224	61.0	79.00	1041.00	1942.00	510.00	317.00	303.00	298.00	601.00	5091.00
1978	143	80.0	0.00	637.00	3719.00	2914.00	33.00	72.00	126.00	155.00	7656.00
1979	118	75.0	0.00	0.00	2686.00	3509.00	1156.00	0.00	319.00	484.00	8154.00
1980	85	82.0	0.00	0.00	1985.00	3832.00	845.00	518.00	0.00	0.00	7180.00
1981	179	88.0	0.00	1371.00	1817.00	2188.00	502.00	454.00	613.00	127.00	7072.00
1982	82	75.0	0.00	190.00	2926.00	3156.00	916.00	313.00	248.00	0.00	7749.00
1983	149	88.0	0.00	298.00	2803.00	4009.00	1595.00	42.00	488.00	766.00	10001.00
1984	139	75.0	0.00	0.00	1815.00	3324.00	889.00	159.00	206.00	476.00	6869.00
1985	183	82.0	0.00	357.00	2636.00	4042.00	2245.00	982.00	932.00	345.00	11539.00
1986	210	75.0	0.00	376.00	3344.00	3679.00	2108.00	940.00	1367.00	334.00	12148.00
1987	201	75.0	0.00	488.00	2819.00	3316.00	1166.00	681.00	411.00	121.00	9002.00
1988	207	78.0	0.00	119.00	2477.00	3184.00	1648.00	1375.00	489.00	1105.00	10397.00
1989	193	88.0	0.00	454.00	3261.00	2586.00	955.00	629.00	569.00	822.00	9276.00
1990	210	88.0	117.00	2447.00	2747.00	2642.00	1111.00	589.00	661.00	196.00	10510.00
1991	85	88.0	0.00	670.00	3469.00	2735.00	440.00	0.00	0.00	337.00	7651.00
1992	171	88.0	0.00	253.00	4028.00	3251.00	692.00	1291.00	270.00	498.00	10283.00
1993	172	88.0	0.00	372.00	3327.00	3745.00	2297.00	793.00	649.00	714.00	11897.00
1994	206	88.0	0.00	450.00	3509.00	3291.00	1688.00	1656.00	968.00	914.00	12476.00
1995	243	88.4	179.00	155.00	3109.00	4309.00	2579.00	1174.00	373.00	587.00	12465.00
1996	191	88.0	0.00	413.00	4023.00	2628.00	1503.00	512.00	728.00	202.00	10009.00
1997	186	87.0	61.00	126.00	3312.00	3640.00	1401.00	505.00	244.00	115.00	9404.00
1998	222	73.7	65.00	94.00	2714.00	2511.00	605.00	1149.00	957.00	522.00	8617.00
1999	226	88.0	55.00	400.00	2174.00	2915.00	958.00	842.00	1404.00	89.00	8837.00
2000	231	79.4	17.00	931.00	3141.00	1346.00	480.00	304.00	298.00	264.00	6781.00

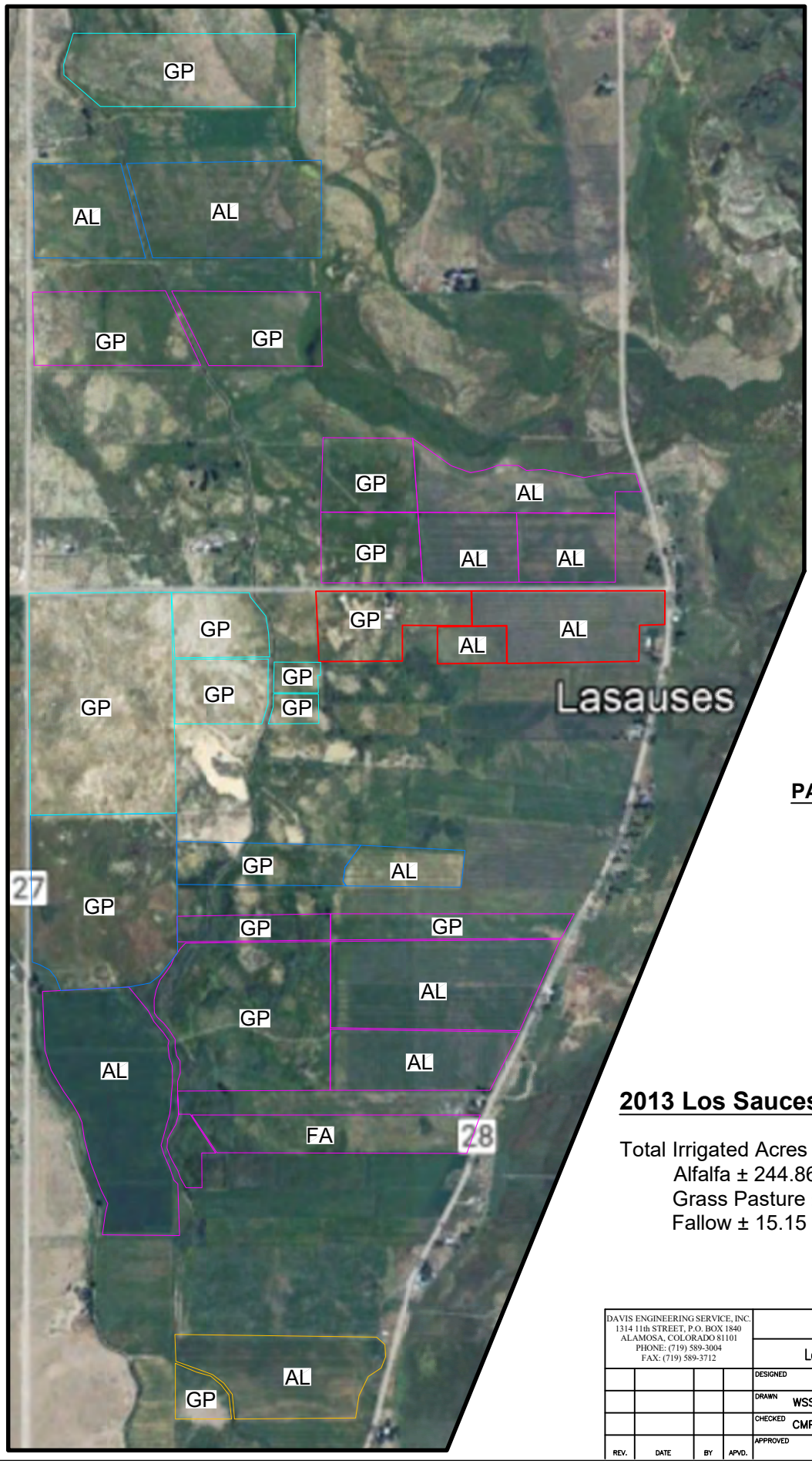
2001	226	82.3	152.00	415.00	3640.00	2559.00	664.00	939.00	651.00	580.00	9600.00
2002	242	39.0	156.00	1054.00	936.00	346.00	103.00	95.00	139.00	224.00	3053.00
2003	299	88.0	369.53	2229.85	3623.26	2738.82	273.86	190.42	204.30	291.58	9921.62
2004	264	88.0	87.67	271.14	3331.29	3011.15	509.76	241.00	271.24	303.48	8026.73
2005	258	88.4	61.49	59.51	3346.76	3691.10	1017.93	176.73	434.19	567.48	9355.19
2006	224	88.4	121.55	1936.49	4296.86	1522.34	654.56	29.75	114.25	495.28	9171.08
2007	239	88.3	61.49	1907.53	4412.10	3265.44	749.76	567.68	338.86	628.97	11931.83
2008	173	88.3	0.00	100.17	4226.64	3636.15	2525.79	315.58	747.78	819.58	12371.69
2009	259	91.0	73.79	131.51	3945.58	3627.43	887.42	169.39	712.08	447.48	9994.68
2010	203	516.9	0.00	261.62	3787.69	2316.33	2334.98	1265.47	710.29	762.06	11438.44
2011	232	88.2	0.00	1286.70	3290.43	3697.44	1097.07	321.13	47.60	187.24	9927.61
2012	211	88.4	0.00	3331.88	3401.11	1765.91	1126.63	614.89	595.05	614.89	11450.36
2013	298	71.6	11.90	1040.94	3025.95	2581.72	451.45	425.94	475.21	589.66	8602.77
2014	171	88.0	31.74	2242.74	4251.04	1704.82	450.26	103.14	32.53	0.00	8816.27
Average	**191**	**90.7**	**37.05**	**642.02**	**3020.41**	**2857.58**	**1150.84**	**575.44**	**477.94**	**426.78**	**9188.05**
Minimum	**82**	**39.0**									**3053.00**
Maximum	**299**	**516.9**									**12476.00**

Headgate Diversion Records for Participating Lands										
Owner	**Owner #9**		**Owner #10**		**Owner #18**		**Owner #2**		**Owner #13**	
	Acres in Dry Up	Dry Up Area Diversions	Acres in Dry Up	Dry Up Area Diversions	Acres in Dry Up	Dry Up Area Diversions	Acres in Dry Up	Dry Up Area Diversions	Acres in Dry Up	Dry Up Area Diversions
Year	**ac**	**(acre-ft/yr)**	**ac**	**(acre-ft/yr)**	**ac**	**(acre-ft/yr)**	**ac**	**(acre-ft/yr)**	**ac**	**(acre-ft/yr)**
1969	115.29	217.77	284.15	1259.64	22.87	202.45	127.31	202.45	43.18	202.45
1970	115.29	274.91	284.15	1590.10	22.87	255.56	127.31	255.56	43.18	255.56
1971	115.29	256.42	284.15	1483.14	22.87	238.37	127.31	238.37	43.18	238.37
1972	115.29	211.91	284.15	1225.71	22.87	196.99	127.31	196.99	43.18	196.99
1973	115.29	197.18	284.15	1140.51	22.87	183.30	127.31	183.30	43.18	183.30
1974	115.29	236.48	284.15	1367.82	22.87	219.83	127.31	219.83	43.18	219.83
1975	115.29	218.17	284.15	1261.92	22.87	202.81	127.31	202.81	43.18	202.81
1976	115.29	173.90	284.15	1005.85	22.87	161.66	127.31	161.66	43.18	161.66
1977	115.29	133.92	284.15	774.59	22.87	124.49	127.31	124.49	43.18	124.49
1978	115.29	201.39	284.15	1164.85	22.87	187.21	127.31	187.21	43.18	187.21
1979	115.29	214.49	284.15	1240.62	22.87	199.39	127.31	199.39	43.18	199.39
1980	115.29	188.87	284.15	1092.43	22.87	175.57	127.31	175.57	43.18	175.57
1981	115.29	186.03	284.15	1075.99	22.87	172.93	127.31	172.93	43.18	172.93
1982	115.29	203.83	284.15	1179.00	22.87	189.49	127.31	189.49	43.18	189.49
1983	115.29	263.07	284.15	1521.64	22.87	244.55	127.31	244.55	43.18	244.55
1984	115.29	180.69	284.15	1045.11	22.87	167.97	127.31	167.97	43.18	167.97
1985	115.29	303.53	284.15	1755.64	22.87	282.16	127.31	282.16	43.18	282.16
1986	115.29	319.55	284.15	1848.30	22.87	297.05	127.31	297.05	43.18	297.05
1987	115.29	236.79	284.15	1369.64	22.87	220.12	127.31	220.12	43.18	220.12
1988	115.29	273.49	284.15	1581.89	22.87	254.24	127.31	254.24	43.18	254.24
1989	115.29	244.00	284.15	1411.33	22.87	226.82	127.31	226.82	43.18	226.82
1990	115.29	276.46	284.15	1599.08	22.87	257.00	127.31	257.00	43.18	257.00
1991	115.29	201.26	284.15	1164.09	22.87	187.09	127.31	187.09	43.18	187.09
1992	115.29	270.49	284.15	1564.54	22.87	251.45	127.31	251.45	43.18	251.45
1993	115.29	312.94	284.15	1810.11	22.87	290.92	127.31	290.92	43.18	290.92
1994	115.29	328.17	284.15	1898.21	22.87	305.07	127.31	305.07	43.18	305.07
1995	115.29	327.89	284.15	1896.53	22.87	304.80	127.31	304.80	43.18	304.80
1996	115.29	263.28	284.15	1522.85	22.87	244.75	127.31	244.75	43.18	244.75

1997	115.29	247.37	284.15	1430.81	22.87	229.95	127.31	229.95	43.18	229.95
1998	115.29	226.67	284.15	1311.06	22.87	210.71	127.31	210.71	43.18	210.71
1999	115.29	232.45	284.15	1344.54	22.87	216.09	127.31	216.09	43.18	216.09
2000	115.29	178.37	284.15	1031.72	22.87	165.81	127.31	165.81	43.18	165.81
2001	115.29	252.52	284.15	1460.63	22.87	234.75	127.31	234.75	43.18	234.75
2002	115.29	80.31	284.15	464.51	22.87	74.65	127.31	74.65	43.18	74.65
2003	115.29	260.98	284.15	1509.56	22.87	242.61	127.31	242.61	43.18	242.61
2004	115.29	211.14	284.15	1221.26	22.87	196.28	127.31	196.28	43.18	196.28
2005	115.29	246.08	284.15	1423.38	22.87	228.76	127.31	228.76	43.18	228.76
2006	115.29	241.24	284.15	1395.37	22.87	224.26	127.31	224.26	43.18	224.26
2007	115.29	313.86	284.15	1815.41	22.87	291.77	127.31	291.77	43.18	291.77
2008	115.29	325.43	284.15	1882.33	22.87	302.52	127.31	302.52	43.18	302.52
2009	115.29	262.90	284.15	1520.68	22.87	244.40	127.31	244.40	43.18	244.40
2010	115.29	300.88	284.15	1740.34	22.87	279.70	127.31	279.70	43.18	279.70
2011	115.29	261.14	284.15	1510.47	22.87	242.76	127.31	242.76	43.18	242.76
2012	115.29	301.20	284.15	1742.16	22.87	279.99	127.31	279.99	43.18	279.99
2013	115.29	226.29	284.15	1308.90	22.87	210.36	127.31	210.36	43.18	210.36
2014	115.29	231.91	284.15	1341.38	22.87	215.58	127.31	215.58	43.18	215.58
Average:		**241.69**		**1397.95**		**224.67**		**224.67**		**224.67**

Attachment 4

Yearly Irrigated Land Maps



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2013 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
- Alfalfa ± 244.86 ac
- Grass Pasture ± 332.78 ac
- Fallow ± 15.15 ac

DAVIS ENGINEERING SERVICE, INC.
1314 11th STREET, P.O. BOX 1840
ALAMOSA, COLORADO 81101
PHONE: (719) 589-3004
FAX: (719) 589-3712

Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
DRAWN WSS
CHECKED CMP
APPROVED

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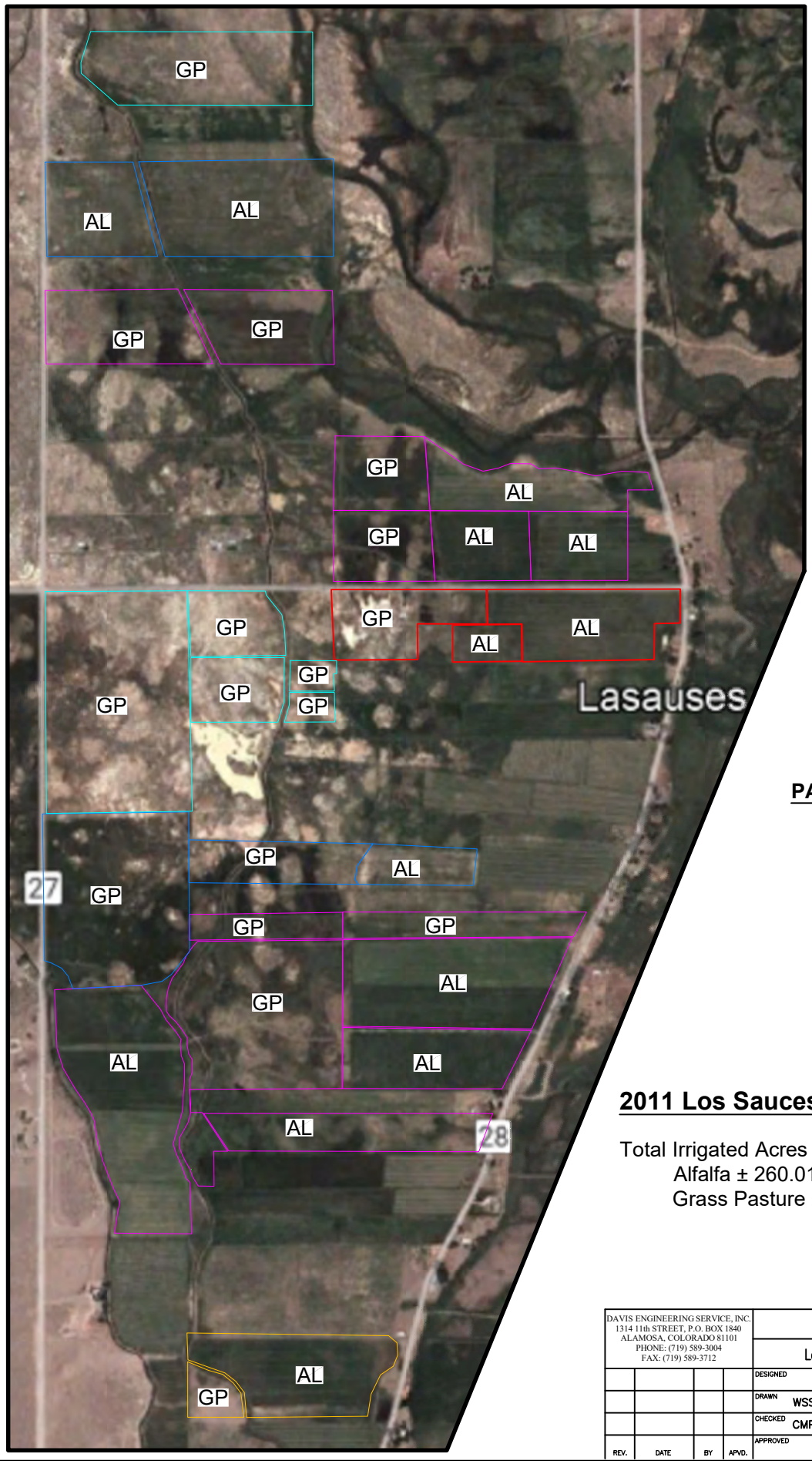
CLIENT Subdistricts No. 3, 6 & 7

SHEET NO. 1 OF 1
SCALE Not to Scale
DATE 2/25/26
PROJECT NO. E02194



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2011 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 260.01 ac
Grass Pasture ± 332.78 ac

DAVIS ENGINEERING SERVICE, INC.
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FAX: (719) 589-3712

Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
DRAWN WSS
CHECKED CMP
APPROVED

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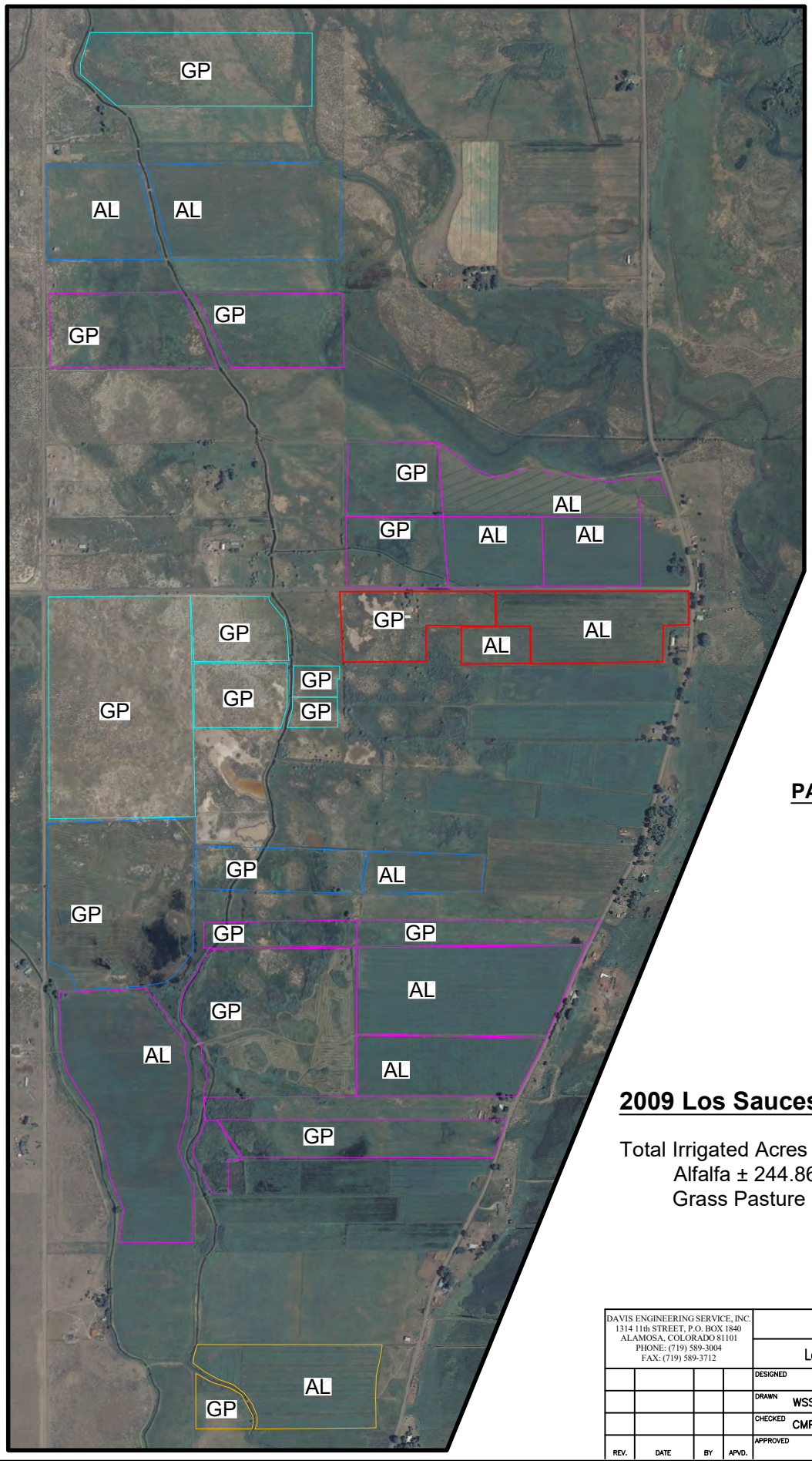
CLIENT Subdistricts No. 3, 6 & 7

SHEET NO. 1 OF 1
SCALE Not to Scale
DATE 2/25/26
PROJECT NO. E02194



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2009 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

DAVIS ENGINEERING SERVICE, INC.
1314 11th STREET, P.O. BOX 1840
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FAX: (719) 589-3712

Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
DRAWN WSS
CHECKED CMP
APPROVED

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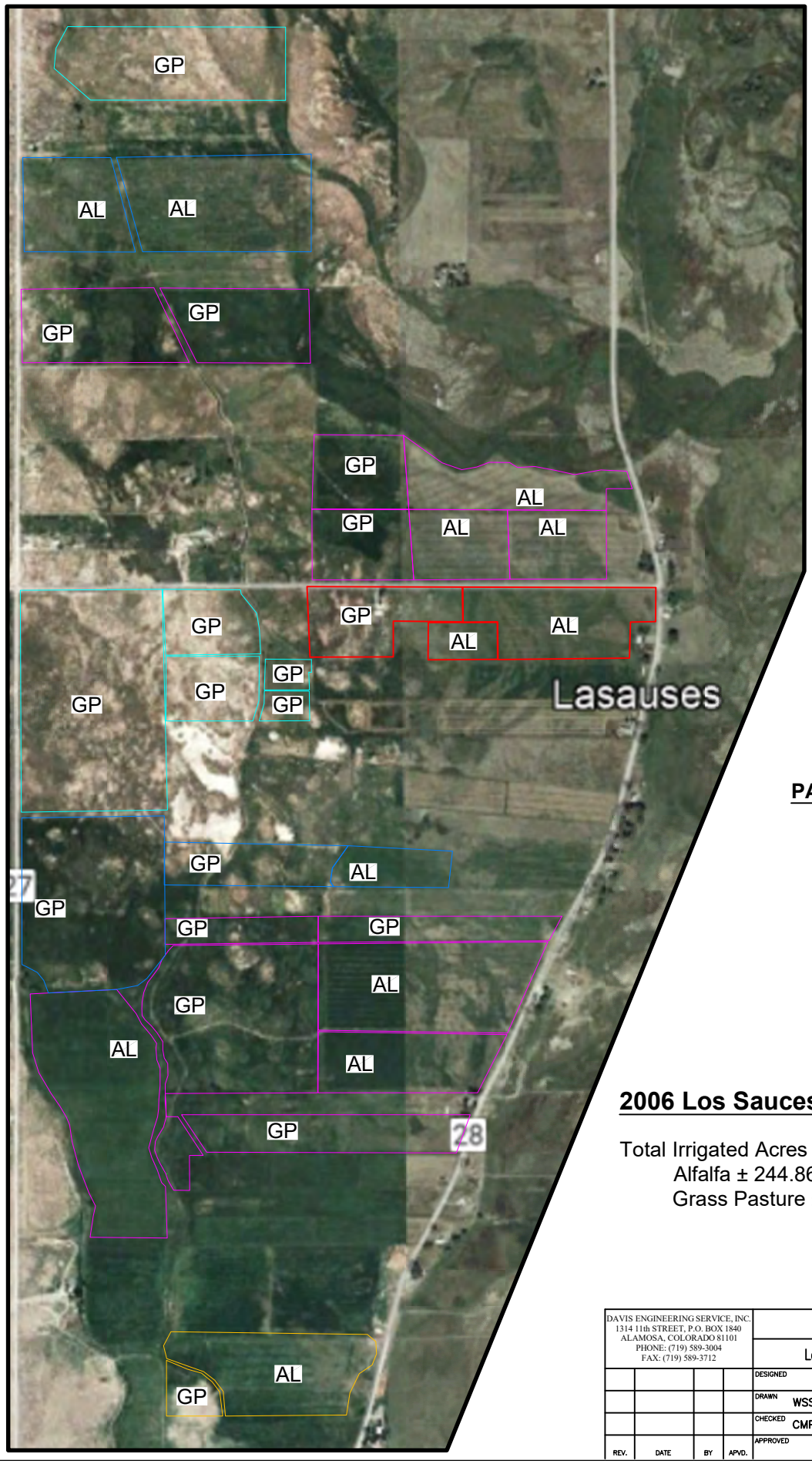
SHEET NO. 1 OF 1
SCALE Not to Scale
CLIENT Subdistricts No. 3, 6 & 7
DATE 2/25/26
PROJECT NO. E02194



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2006 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

DAVIS ENGINEERING SERVICE, INC.
1314 11th STREET, P.O. BOX 1840
ALAMOSA, COLORADO 81101
PHONE: (719) 589-3004
FAX: (719) 589-3712

Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

REV.	DATE	BY	APVD.

DESIGNED
DRAWN WSS
CHECKED CMP
APPROVED

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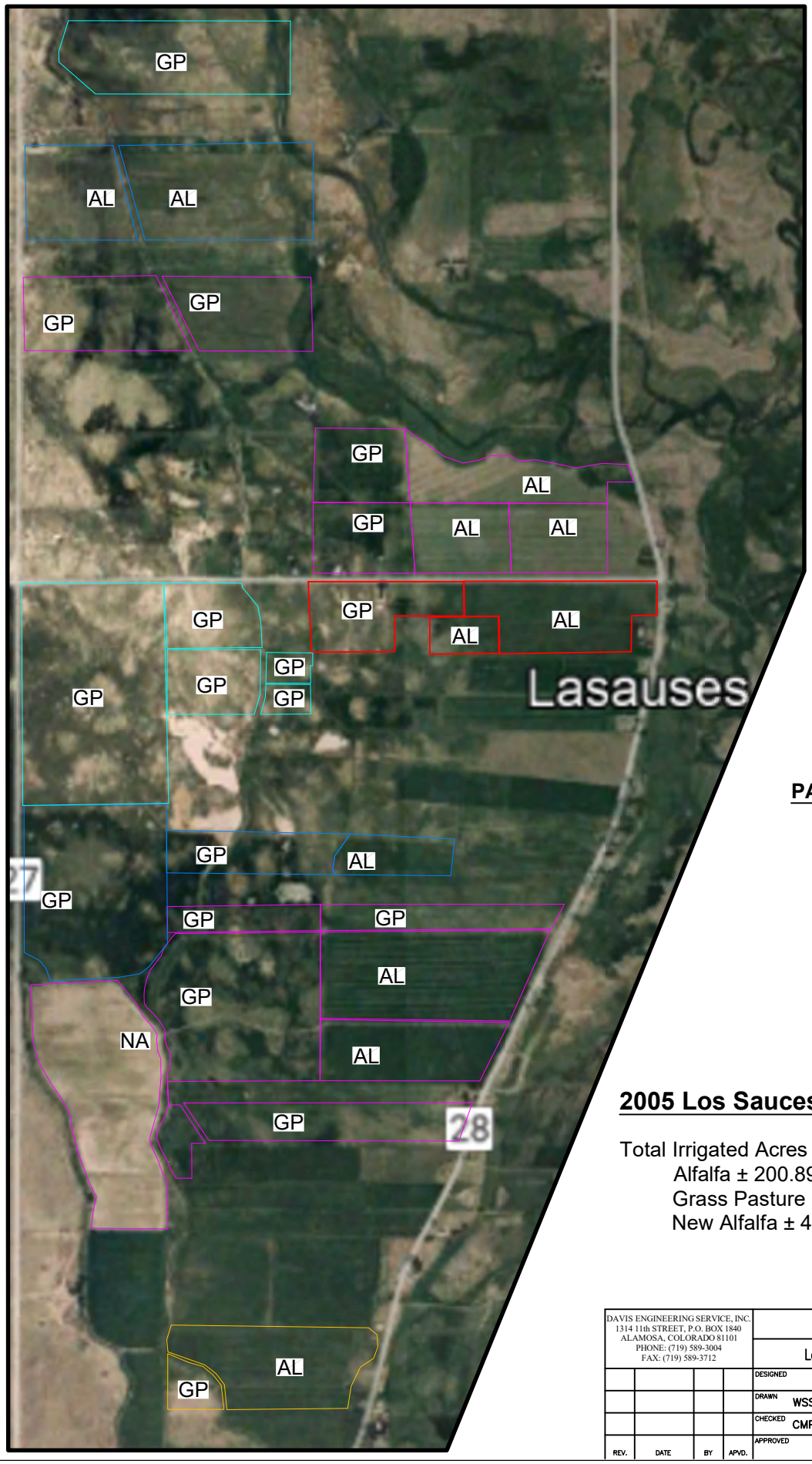
CLIENT Subdistricts No. 3, 6 & 7

SHEET NO. 1 OF 1
SCALE Not to Scale
DATE 2/25/26
PROJECT NO. E02194



PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

2005 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
- Alfalfa ± 200.89 ac
- Grass Pasture ± 347.93 ac
- New Alfalfa ± 43.97 ac

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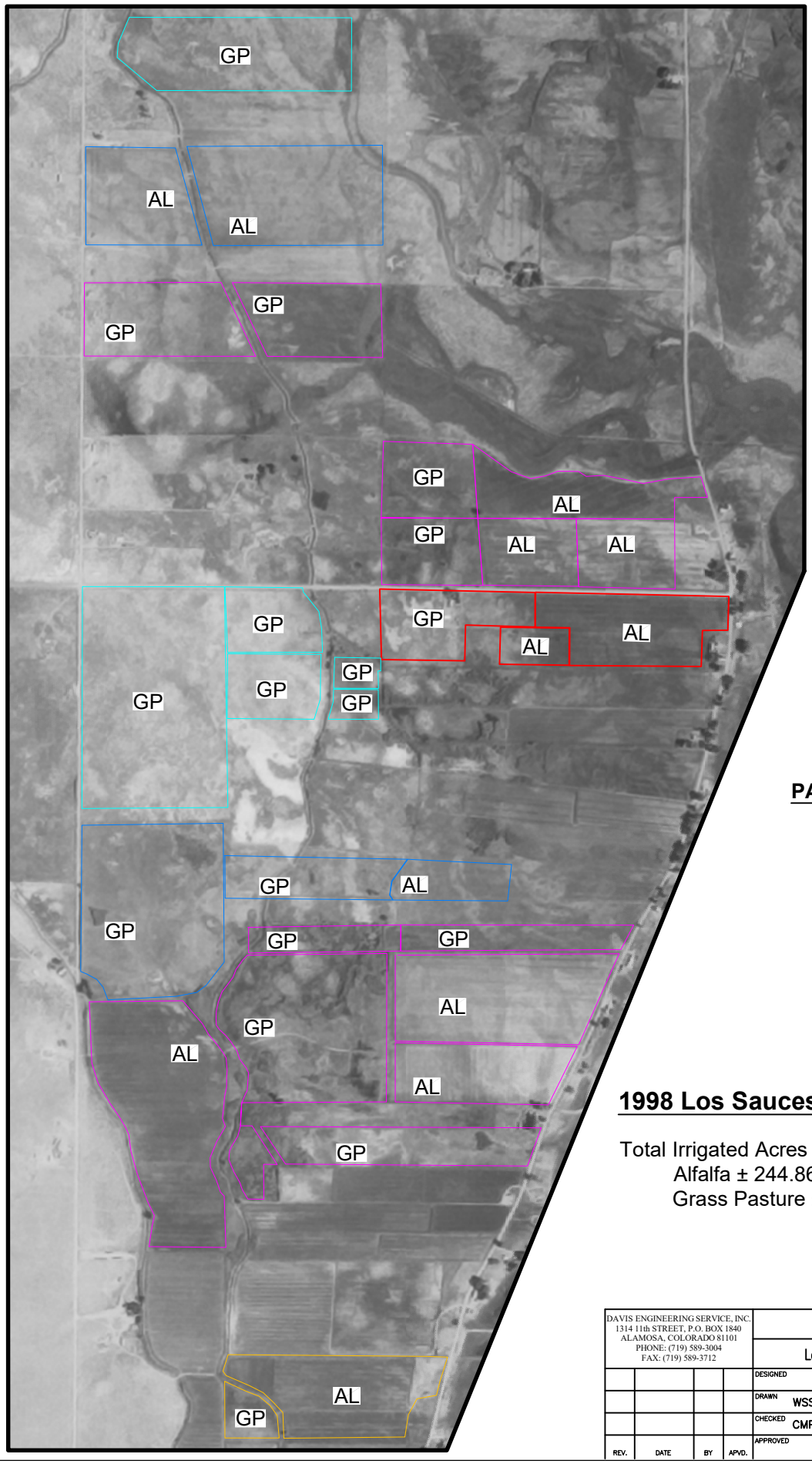

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

1998 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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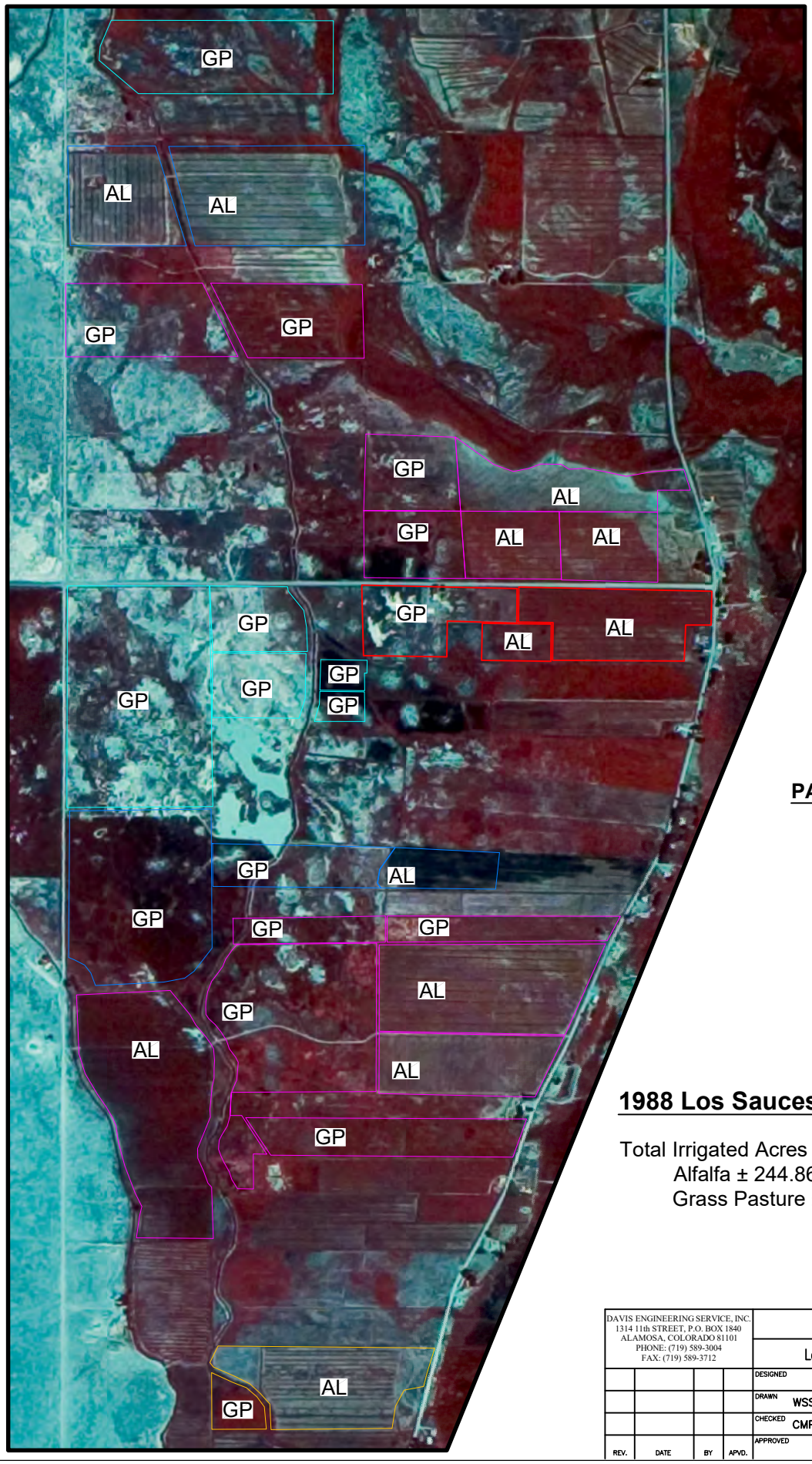

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

1988 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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Los Sauces Ditch HCU Analysis

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CLIENT Subdistricts No. 3, 6 & 7

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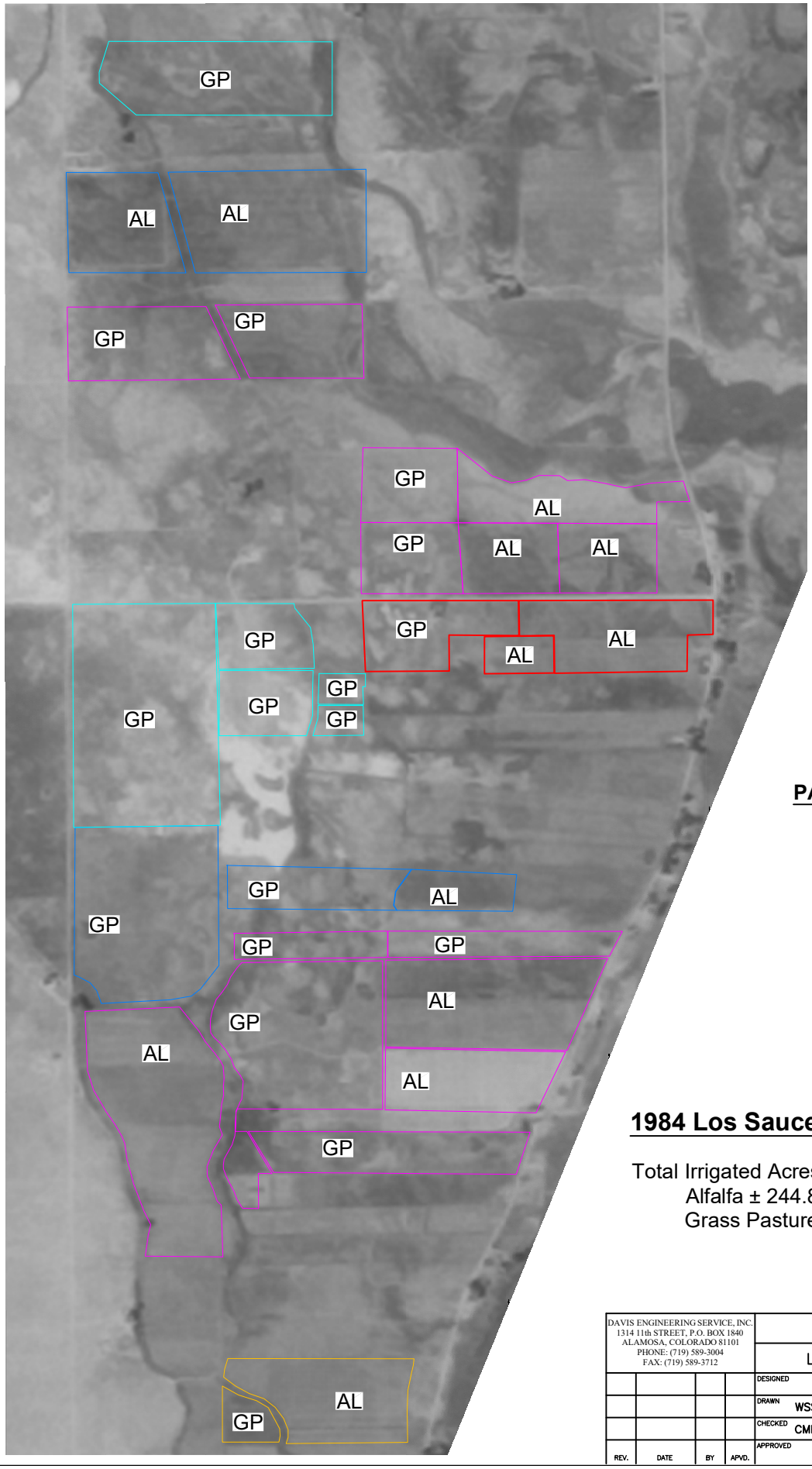

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

1984 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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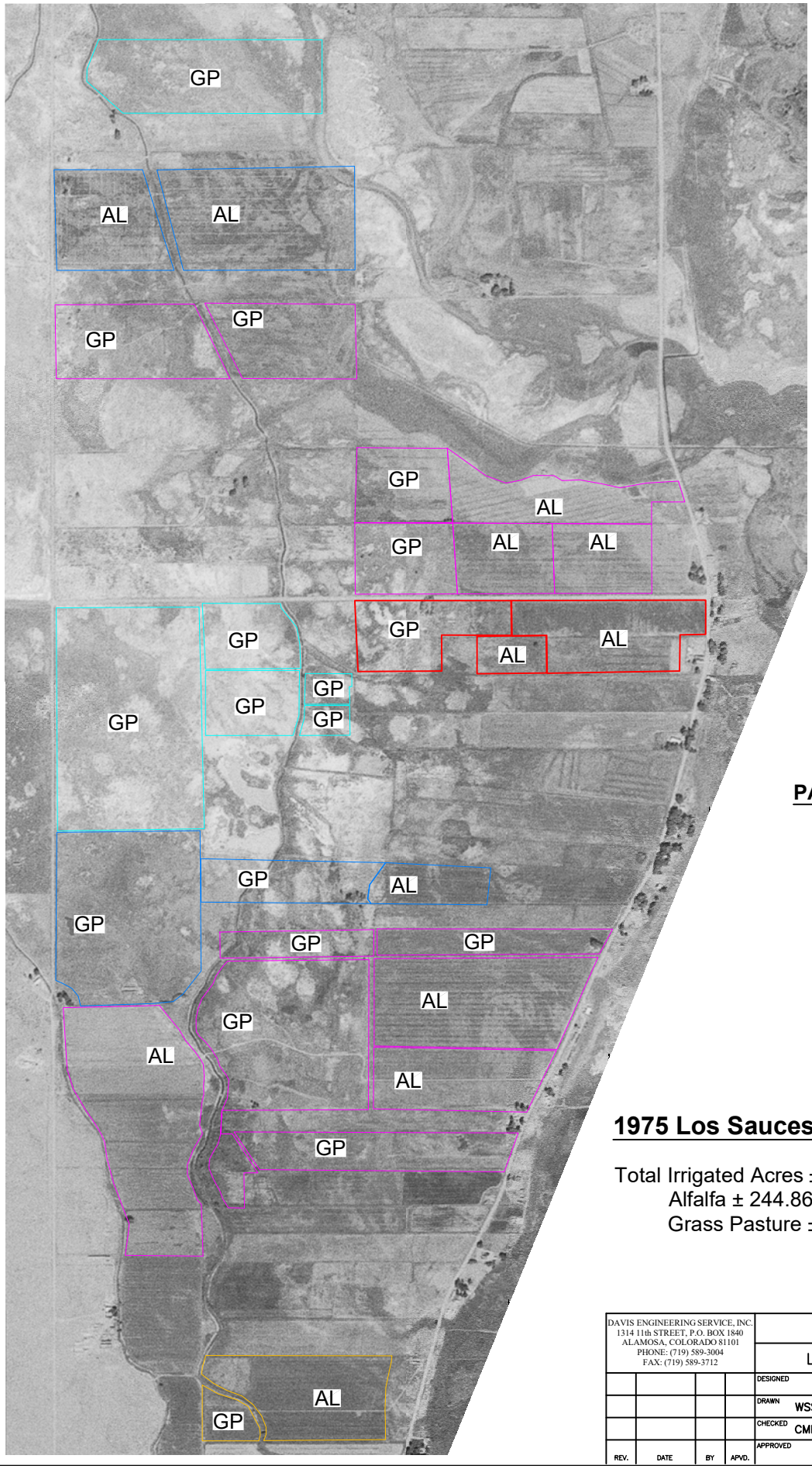

PARCEL OWNERSHIP

- OWNER ID 2
- OWNER ID 9
- OWNER ID 10
- OWNER ID 13
- OWNER ID 18

1975 Los Sauces Ditch Irrigation

Total Irrigated Acres ± 592.79 ac
Alfalfa ± 244.86 ac
Grass Pasture ± 347.93 ac

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Subdistricts 3, 6 & 7

Los Sauces Ditch HCU Analysis

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CLIENT Subdistricts No. 3, 6 & 7

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Attachment 5

Historical Cropping Records

1314 11th St. - P.O. Box 1840 - Alamosa - CO - 81101 - Phone (719) 589-3004 - Fax (719) 589-3712

SINCE 1948 DAVIS ENGINEERING SERVICE, INC.

Historical Cropping Records

Owner No. 9

Fields 53, 54, 58, 71, 87

1314 11th St. - P.O. Box 1840 - Alamosa - CO - 81101 - Phone (719) 589-3004 - Fax (719) 589-3712

Field 53			
Year	Crop	System	Area (acres)
1969	Alfalfa - Good	Flood	8.79
1970	Alfalfa - Good	Flood	8.79
1971	Alfalfa - Good	Flood	8.79
1972	Alfalfa - Good	Flood	8.79
1973	Alfalfa - Good	Flood	8.79
1974	Alfalfa - Good	Flood	8.79
1975	Alfalfa - Good	Flood	8.79
1976	Alfalfa - Good	Flood	8.79
1977	Alfalfa - Good	Flood	8.79
1978	Alfalfa - Good	Flood	8.79
1979	Alfalfa - Good	Flood	8.79
1980	Alfalfa - Good	Flood	8.79
1981	Alfalfa - Good	Flood	8.79
1982	Alfalfa - Good	Flood	8.79
1983	Alfalfa - Good	Flood	8.79
1984	Alfalfa - Good	Flood	8.79
1985	Alfalfa - Good	Flood	8.79
1986	Alfalfa - Good	Flood	8.79
1987	Alfalfa - Above Average	Flood	8.79
1988	Alfalfa - Above Average	Flood	8.79
1989	Alfalfa - Above Average	Flood	8.79
1990	Alfalfa - Above Average	Flood	8.79
1991	Alfalfa - Above Average	Flood	8.79

Field 53			
Year	Crop	System	Area (acres)
1992	Alfalfa - Above Average	Flood	8.79
1993	Alfalfa - Above Average	Flood	8.79
1994	Alfalfa - Good	Flood	8.79
1995	Alfalfa - Good	Flood	8.79
1996	Alfalfa - Good	Flood	8.79
1997	Alfalfa - Good	Flood	8.79
1998	Alfalfa - Good	Flood	8.79
1999	Alfalfa - Good	Flood	8.79
2000	Alfalfa - Good	Flood	8.79
2001	Alfalfa - Good	Flood	8.79
2002	Alfalfa - Above Average	Flood	8.79
2003	Alfalfa - Above Average	Flood	8.79
2004	Alfalfa - Above Average	Flood	8.79
2005	Alfalfa - Above Average	Flood	8.79
2006	Alfalfa - Good	Flood	8.79
2007	Alfalfa - Good	Flood	8.79
2008	Alfalfa - Above Average	Flood	8.79
2009	Alfalfa - Above Average	Flood	8.79
2010	Alfalfa - Above Average	Flood	8.79
2011	Alfalfa - Average	Flood	8.79
2012	Alfalfa - Average	Flood	8.79
2013	Alfalfa - Good	Flood	8.79
2014	Alfalfa - Good	Flood	8.79

Field 54			
Year	Crop	System	Area (acres)
1969	Pasture - Below Average	Flood	13.33
1970	Pasture - Below Average	Flood	13.33
1971	Pasture - Below Average	Flood	13.33
1972	Pasture - Below Average	Flood	13.33
1973	Pasture - Below Average	Flood	13.33
1974	Pasture - Below Average	Flood	13.33
1975	Pasture - Below Average	Flood	13.33
1976	Pasture - Below Average	Flood	13.33
1977	Pasture - Below Average	Flood	13.33
1978	Pasture - Below Average	Flood	13.33
1979	Pasture - Below Average	Flood	13.33
1980	Pasture - Below Average	Flood	13.33
1981	Pasture - Below Average	Flood	13.33
1982	Pasture - Below Average	Flood	13.33
1983	Pasture - Below Average	Flood	13.33
1984	Pasture - Below Average	Flood	13.33
1985	Pasture - Below Average	Flood	13.33
1986	Pasture - Below Average	Flood	13.33
1987	Pasture - Below Average	Flood	13.33
1988	Pasture - Below Average	Flood	13.33
1989	Pasture - Below Average	Flood	13.33
1990	Pasture - Below Average	Flood	13.33
1991	Pasture - Below Average	Flood	13.33

Field 54			
Year	Crop	System	Area (acres)
1992	Pasture - Below Average	Flood	13.33
1993	Pasture - Below Average	Flood	13.33
1994	Pasture - Below Average	Flood	13.33
1995	Pasture - Below Average	Flood	13.33
1996	Pasture - Below Average	Flood	13.33
1997	Pasture - Below Average	Flood	13.33
1998	Pasture - Below Average	Flood	13.33
1999	Pasture - Below Average	Flood	13.33
2000	Pasture - Below Average	Flood	13.33
2001	Pasture - Below Average	Flood	13.33
2002	Pasture - Average	Flood	13.33
2003	Pasture - Average	Flood	13.33
2004	Pasture - Average	Flood	13.33
2005	Pasture - Average	Flood	13.33
2006	Pasture - Below Average	Flood	13.33
2007	Pasture - Below Average	Flood	13.33
2008	Pasture - Below Average	Flood	13.33
2009	Pasture - Below Average	Flood	13.33
2010	Pasture - Below Average	Flood	13.33
2011	Pasture - Below Average	Flood	13.33
2012	Pasture - Below Average	Flood	13.33
2013	Pasture - Below Average	Flood	13.33
2014	Pasture - Below Average	Flood	13.33

Field 58			
Year	Crop	System	Area (acres)
1969	Pasture - Above Average	Flood	43.28
1970	Pasture - Above Average	Flood	43.28
1971	Pasture - Average	Flood	43.28
1972	Pasture - Average	Flood	43.28
1973	Pasture - Average	Flood	43.28
1974	Pasture - Average	Flood	43.28
1975	Pasture - Average	Flood	43.28
1976	Pasture - Average	Flood	43.28
1977	Pasture - Average	Flood	43.28
1978	Pasture - Average	Flood	43.28
1979	Pasture - Average	Flood	43.28
1980	Pasture - Below Average	Flood	43.28
1981	Pasture - Below Average	Flood	43.28
1982	Pasture - Below Average	Flood	43.28
1983	Pasture - Below Average	Flood	43.28
1984	Pasture - Below Average	Flood	43.28
1985	Pasture - Below Average	Flood	43.28
1986	Pasture - Below Average	Flood	43.28
1987	Pasture - Good	Flood	43.28
1988	Pasture - Good	Flood	43.28
1989	Pasture - Good	Flood	43.28
1990	Pasture - Good	Flood	43.28
1991	Pasture - Good	Flood	43.28

Field 58			
Year	Crop	System	Area (acres)
1992	Pasture - Good	Flood	43.28
1993	Pasture - Good	Flood	43.28
1994	Pasture - Below Average	Flood	43.28
1995	Pasture - Below Average	Flood	43.28
1996	Pasture - Below Average	Flood	43.28
1997	Pasture - Below Average	Flood	43.28
1998	Pasture - Below Average	Flood	43.28
1999	Pasture - Below Average	Flood	43.28
2000	Pasture - Below Average	Flood	43.28
2001	Pasture - Below Average	Flood	43.28
2002	Pasture - Above Average	Flood	43.28
2003	Pasture - Above Average	Flood	43.28
2004	Pasture - Above Average	Flood	43.28
2005	Pasture - Above Average	Flood	43.28
2006	Pasture - Good	Flood	43.28
2007	Pasture - Good	Flood	43.28
2008	Pasture - Below Average	Flood	43.28
2009	Pasture - Below Average	Flood	43.28
2010	Pasture - Below Average	Flood	43.28
2011	Pasture - Above Average	Flood	43.28
2012	Pasture - Above Average	Flood	43.28
2013	Pasture - Average	Flood	43.28
2014	Pasture - Average	Flood	43.28

Field 71			
Year	Crop	System	Area (acres)
1969	Alfalfa - Above Average	Flood	18.00
1970	Alfalfa - Above Average	Flood	18.00
1971	Alfalfa - Above Average	Flood	18.00
1972	Alfalfa - Above Average	Flood	18.00
1973	Alfalfa - Above Average	Flood	18.00
1974	Alfalfa - Above Average	Flood	18.00
1975	Alfalfa - Above Average	Flood	18.00
1976	Alfalfa - Above Average	Flood	18.00
1977	Alfalfa - Above Average	Flood	18.00
1978	Alfalfa - Above Average	Flood	18.00
1979	Alfalfa - Above Average	Flood	18.00
1980	Alfalfa - Good	Flood	18.00
1981	Alfalfa - Good	Flood	18.00
1982	Alfalfa - Good	Flood	18.00
1983	Alfalfa - Good	Flood	18.00
1984	Alfalfa - Good	Flood	18.00
1985	Alfalfa - Good	Flood	18.00
1986	Alfalfa - Good	Flood	18.00
1987	Alfalfa - Average	Flood	18.00
1988	Alfalfa - Average	Flood	18.00
1989	Alfalfa - Average	Flood	18.00
1990	Alfalfa - Average	Flood	18.00
1991	Alfalfa - Average	Flood	18.00

Field 71			
Year	Crop	System	Area (acres)
1992	Alfalfa - Average	Flood	18.00
1993	Alfalfa - Average	Flood	18.00
1994	Alfalfa - Average	Flood	18.00
1995	Alfalfa - Average	Flood	18.00
1996	Alfalfa - Average	Flood	18.00
1997	Alfalfa - Average	Flood	18.00
1998	Alfalfa - Average	Flood	18.00
1999	Alfalfa - Average	Flood	18.00
2000	Alfalfa - Average	Flood	18.00
2001	Alfalfa - Average	Flood	18.00
2002	Alfalfa - Average	Flood	18.00
2003	Alfalfa - Average	Flood	18.00
2004	Alfalfa - Average	Flood	18.00
2005	Alfalfa - Average	Flood	18.00
2006	Alfalfa - Above Average	Flood	18.00
2007	Alfalfa - Above Average	Flood	18.00
2008	Alfalfa - Average	Flood	18.00
2009	Alfalfa - Average	Flood	18.00
2010	Alfalfa - Average	Flood	18.00
2011	Alfalfa - Average	Flood	18.00
2012	Alfalfa - Average	Flood	18.00
2013	Alfalfa - Average	Flood	18.00
2014	Alfalfa - Average	Flood	18.00

Field 87			
Year	Crop	System	Area (acres)
1969	Alfalfa - Good	Flood	31.89
1970	Alfalfa - Good	Flood	31.89
1971	Alfalfa - Above Average	Flood	31.89
1972	Alfalfa - Above Average	Flood	31.89
1973	Alfalfa - Above Average	Flood	31.89
1974	Alfalfa - Above Average	Flood	31.89
1975	Alfalfa - Above Average	Flood	31.89
1976	Alfalfa - Above Average	Flood	31.89
1977	Alfalfa - Above Average	Flood	31.89
1978	Alfalfa - Above Average	Flood	31.89
1979	Alfalfa - Above Average	Flood	31.89
1980	Alfalfa - Good	Flood	31.89
1981	Alfalfa - Good	Flood	31.89
1982	Alfalfa - Good	Flood	31.89
1983	Alfalfa - Good	Flood	31.89
1984	Alfalfa - Good	Flood	31.89
1985	Alfalfa - Good	Flood	31.89
1986	Alfalfa - Good	Flood	31.89
1987	Alfalfa - Average	Flood	31.89
1988	Alfalfa - Average	Flood	31.89
1989	Alfalfa - Average	Flood	31.89
1990	Alfalfa - Average	Flood	31.89
1991	Alfalfa - Average	Flood	31.89

Field 87			
Year	Crop	System	Area (acres)
1992	Alfalfa - Average	Flood	31.89
1993	Alfalfa - Average	Flood	31.89
1994	Alfalfa - Average	Flood	31.89
1995	Alfalfa - Average	Flood	31.89
1996	Alfalfa - Average	Flood	31.89
1997	Alfalfa - Average	Flood	31.89
1998	Alfalfa - Average	Flood	31.89
1999	Alfalfa - Average	Flood	31.89
2000	Alfalfa - Average	Flood	31.89
2001	Alfalfa - Average	Flood	31.89
2002	Alfalfa - Average	Flood	31.89
2003	Alfalfa - Average	Flood	31.89
2004	Alfalfa - Average	Flood	31.89
2005	Alfalfa - Average	Flood	31.89
2006	Alfalfa - Above Average	Flood	31.89
2007	Alfalfa - Above Average	Flood	31.89
2008	Alfalfa - Average	Flood	31.89
2009	Alfalfa - Average	Flood	31.89
2010	Alfalfa - Average	Flood	31.89
2011	Alfalfa - Average	Flood	31.89
2012	Alfalfa - Average	Flood	31.89
2013	Alfalfa - Above Average	Flood	31.89
2014	Alfalfa - Above Average	Flood	31.89

Historical Cropping Records

Owner No. 10

Fields 16, 24, 25, 26, 34, 48, 49, 74, 100, 104, 105, 106, 107, 109

1314 11th St. - P.O. Box 1840 - Alamosa - CO - 81101 - Phone (719) 589-3004 - Fax (719) 589-3712

Field 16			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Average	Flood	43.97
1970	Alfalfa - Average	Flood	43.97
1971	Alfalfa - Below Average	Flood	43.97
1972	Alfalfa - Below Average	Flood	43.97
1973	Alfalfa - Below Average	Flood	43.97
1974	Alfalfa - Below Average	Flood	43.97
1975	Alfalfa - Below Average	Flood	43.97
1976	Alfalfa - Below Average	Flood	43.97
1977	Alfalfa - Below Average	Flood	43.97
1978	Alfalfa - Below Average	Flood	43.97
1979	Alfalfa - Below Average	Flood	43.97
1980	Alfalfa - Below Average	Flood	43.97
1981	Alfalfa - Below Average	Flood	43.97
1982	Alfalfa - Below Average	Flood	43.97
1983	Alfalfa - Below Average	Flood	43.97
1984	Alfalfa - Below Average	Flood	43.97
1985	Alfalfa - Below Average	Flood	43.97
1986	Alfalfa - Below Average	Flood	43.97
1987	Alfalfa - Above Average	Flood	43.97
1988	Alfalfa - Above Average	Flood	43.97
1989	Alfalfa - Above Average	Flood	43.97
1990	Alfalfa - Above Average	Flood	43.97
1991	Alfalfa - Above Average	Flood	43.97

Field 16			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Above Average	Flood	43.97
1993	Alfalfa - Above Average	Flood	43.97
1994	Alfalfa - Good	Flood	43.97
1995	Alfalfa - Good	Flood	43.97
1996	Alfalfa - Good	Flood	43.97
1997	Alfalfa - Good	Flood	43.97
1998	Alfalfa - Good	Flood	43.97
1999	Alfalfa - Good	Flood	43.97
2000	Alfalfa - Good	Flood	43.97
2001	Alfalfa - Good	Flood	43.97
2002	Alfalfa - Seedling	Flood	43.97
2003	Alfalfa - Seedling	Flood	43.97
2004	Alfalfa - Seedling	Flood	43.97
2005	Alfalfa - Seedling	Flood	43.97
2006	Alfalfa - Good	Flood	43.97
2007	Alfalfa - Good	Flood	43.97
2008	Alfalfa - Good	Flood	43.97
2009	Alfalfa - Good	Flood	43.97
2010	Alfalfa - Good	Flood	43.97
2011	Alfalfa - Good	Flood	43.97
2012	Alfalfa - Good	Flood	43.97
2013	Alfalfa - Good	Flood	43.97
2014	Alfalfa - Good	Flood	43.97

Field 24			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	15.15
1970	Pasture - Below Average	Flood	15.15
1971	Pasture - Below Average	Flood	15.15
1972	Pasture - Below Average	Flood	15.15
1973	Pasture - Below Average	Flood	15.15
1974	Pasture - Below Average	Flood	15.15
1975	Pasture - Below Average	Flood	15.15
1976	Pasture - Below Average	Flood	15.15
1977	Pasture - Below Average	Flood	15.15
1978	Pasture - Below Average	Flood	15.15
1979	Pasture - Below Average	Flood	15.15
1980	Pasture - Below Average	Flood	15.15
1981	Pasture - Below Average	Flood	15.15
1982	Pasture - Below Average	Flood	15.15
1983	Pasture - Below Average	Flood	15.15
1984	Pasture - Below Average	Flood	15.15
1985	Pasture - Below Average	Flood	15.15
1986	Pasture - Below Average	Flood	15.15
1987	Pasture - Above Average	Flood	15.15
1988	Pasture - Above Average	Flood	15.15
1989	Pasture - Above Average	Flood	15.15
1990	Pasture - Above Average	Flood	15.15
1991	Pasture - Above Average	Flood	15.15

Field 24			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Above Average	Flood	15.15
1993	Pasture - Above Average	Flood	15.15
1994	Pasture - Below Average	Flood	15.15
1995	Pasture - Below Average	Flood	15.15
1996	Pasture - Below Average	Flood	15.15
1997	Pasture - Below Average	Flood	15.15
1998	Pasture - Below Average	Flood	15.15
1999	Pasture - Below Average	Flood	15.15
2000	Pasture - Below Average	Flood	15.15
2001	Pasture - Below Average	Flood	15.15
2002	Pasture - Average	Flood	15.15
2003	Pasture - Average	Flood	15.15
2004	Pasture - Average	Flood	15.15
2005	Pasture - Average	Flood	15.15
2006	Pasture - Average	Flood	15.15
2007	Pasture - Average	Flood	15.15
2008	Pasture - Good	Flood	15.15
2009	Pasture - Good	Flood	15.15
2010	Pasture - Good	Flood	15.15
2011	Alfalfa - Good	Flood	15.15
2012	Alfalfa - Good	Flood	15.15
2013	Fallow	Flood	15.15
2014	Fallow	Flood	15.15

Field 25			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Average	Flood	18.87
1970	Alfalfa - Average	Flood	18.87
1971	Alfalfa - Average	Flood	18.87
1972	Alfalfa - Average	Flood	18.87
1973	Alfalfa - Average	Flood	18.87
1974	Alfalfa - Average	Flood	18.87
1975	Alfalfa - Average	Flood	18.87
1976	Alfalfa - Average	Flood	18.87
1977	Alfalfa - Average	Flood	18.87
1978	Alfalfa - Average	Flood	18.87
1979	Alfalfa - Average	Flood	18.87
1980	Alfalfa - Poor	Flood	18.87
1981	Alfalfa - Poor	Flood	18.87
1982	Alfalfa - Poor	Flood	18.87
1983	Alfalfa - Poor	Flood	18.87
1984	Alfalfa - Poor	Flood	18.87
1985	Alfalfa - Poor	Flood	18.87
1986	Alfalfa - Poor	Flood	18.87
1987	Alfalfa - Above Average	Flood	18.87
1988	Alfalfa - Above Average	Flood	18.87
1989	Alfalfa - Above Average	Flood	18.87
1990	Alfalfa - Above Average	Flood	18.87
1991	Alfalfa - Above Average	Flood	18.87

Field 25			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Above Average	Flood	18.87
1993	Alfalfa - Above Average	Flood	18.87
1994	Alfalfa - Average	Flood	18.87
1995	Alfalfa - Average	Flood	18.87
1996	Alfalfa - Average	Flood	18.87
1997	Alfalfa - Average	Flood	18.87
1998	Alfalfa - Average	Flood	18.87
1999	Alfalfa - Average	Flood	18.87
2000	Alfalfa - Average	Flood	18.87
2001	Alfalfa - Average	Flood	18.87
2002	Alfalfa - Good	Flood	18.87
2003	Alfalfa - Good	Flood	18.87
2004	Alfalfa - Good	Flood	18.87
2005	Alfalfa - Good	Flood	18.87
2006	Alfalfa - Good	Flood	18.87
2007	Alfalfa - Good	Flood	18.87
2008	Alfalfa - Good	Flood	18.87
2009	Alfalfa - Good	Flood	18.87
2010	Alfalfa - Good	Flood	18.87
2011	Alfalfa - Above Average	Flood	18.87
2012	Alfalfa - Above Average	Flood	18.87
2013	Alfalfa - Good	Flood	18.87
2014	Alfalfa - Good	Flood	18.87

Field 26			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Average	Flood	32.88
1970	Alfalfa - Average	Flood	32.88
1971	Alfalfa - Average	Flood	32.88
1972	Alfalfa - Average	Flood	32.88
1973	Alfalfa - Average	Flood	32.88
1974	Alfalfa - Average	Flood	32.88
1975	Alfalfa - Average	Flood	32.88
1976	Alfalfa - Average	Flood	32.88
1977	Alfalfa - Average	Flood	32.88
1978	Alfalfa - Average	Flood	32.88
1979	Alfalfa - Average	Flood	32.88
1980	Alfalfa - Above Average	Flood	32.88
1981	Alfalfa - Above Average	Flood	32.88
1982	Alfalfa - Above Average	Flood	32.88
1983	Alfalfa - Above Average	Flood	32.88
1984	Alfalfa - Above Average	Flood	32.88
1985	Alfalfa - Above Average	Flood	32.88
1986	Alfalfa - Above Average	Flood	32.88
1987	Alfalfa - Above Average	Flood	32.88
1988	Alfalfa - Above Average	Flood	32.88
1989	Alfalfa - Above Average	Flood	32.88
1990	Alfalfa - Above Average	Flood	32.88
1991	Alfalfa - Above Average	Flood	32.88

Field 26			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Above Average	Flood	32.88
1993	Alfalfa - Above Average	Flood	32.88
1994	Alfalfa - Average	Flood	32.88
1995	Alfalfa - Average	Flood	32.88
1996	Alfalfa - Average	Flood	32.88
1997	Alfalfa - Average	Flood	32.88
1998	Alfalfa - Average	Flood	32.88
1999	Alfalfa - Average	Flood	32.88
2000	Alfalfa - Average	Flood	32.88
2001	Alfalfa - Average	Flood	32.88
2002	Alfalfa - Good	Flood	32.88
2003	Alfalfa - Good	Flood	32.88
2004	Alfalfa - Good	Flood	32.88
2005	Alfalfa - Good	Flood	32.88
2006	Alfalfa - Good	Flood	32.88
2007	Alfalfa - Good	Flood	32.88
2008	Alfalfa - Good	Flood	32.88
2009	Alfalfa - Good	Flood	32.88
2010	Alfalfa - Good	Flood	32.88
2011	Alfalfa - Above Average	Flood	32.88
2012	Alfalfa - Above Average	Flood	32.88
2013	Alfalfa - Above Average	Flood	32.88
2014	Alfalfa - Above Average	Flood	32.88

Field 34			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Average	Flood	46.02
1970	Pasture - Average	Flood	46.02
1971	Pasture - Below Average	Flood	46.02
1972	Pasture - Below Average	Flood	46.02
1973	Pasture - Below Average	Flood	46.02
1974	Pasture - Below Average	Flood	46.02
1975	Pasture - Below Average	Flood	46.02
1976	Pasture - Below Average	Flood	46.02
1977	Pasture - Below Average	Flood	46.02
1978	Pasture - Below Average	Flood	46.02
1979	Pasture - Below Average	Flood	46.02
1980	Pasture - Average	Flood	46.02
1981	Pasture - Average	Flood	46.02
1982	Pasture - Average	Flood	46.02
1983	Pasture - Average	Flood	46.02
1984	Pasture - Average	Flood	46.02
1985	Pasture - Average	Flood	46.02
1986	Pasture - Average	Flood	46.02
1987	Pasture - Above Average	Flood	46.02
1988	Pasture - Above Average	Flood	46.02
1989	Pasture - Above Average	Flood	46.02
1990	Pasture - Above Average	Flood	46.02
1991	Pasture - Above Average	Flood	46.02

Field 34			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Above Average	Flood	46.02
1993	Pasture - Above Average	Flood	46.02
1994	Pasture - Above Average	Flood	46.02
1995	Pasture - Above Average	Flood	46.02
1996	Pasture - Above Average	Flood	46.02
1997	Pasture - Above Average	Flood	46.02
1998	Pasture - Above Average	Flood	46.02
1999	Pasture - Above Average	Flood	46.02
2000	Pasture - Above Average	Flood	46.02
2001	Pasture - Above Average	Flood	46.02
2002	Pasture - Average	Flood	46.02
2003	Pasture - Average	Flood	46.02
2004	Pasture - Average	Flood	46.02
2005	Pasture - Average	Flood	46.02
2006	Pasture - Above Average	Flood	46.02
2007	Pasture - Above Average	Flood	46.02
2008	Pasture - Above Average	Flood	46.02
2009	Pasture - Above Average	Flood	46.02
2010	Pasture - Above Average	Flood	46.02
2011	Pasture - Above Average	Flood	46.02
2012	Pasture - Above Average	Flood	46.02
2013	Pasture - Above Average	Flood	46.02
2014	Pasture - Above Average	Flood	46.02

Field 48			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Good	Flood	11.33
1970	Pasture - Good	Flood	11.33
1971	Pasture - Good	Flood	11.33
1972	Pasture - Good	Flood	11.33
1973	Pasture - Good	Flood	11.33
1974	Pasture - Good	Flood	11.33
1975	Pasture - Good	Flood	11.33
1976	Pasture - Good	Flood	11.33
1977	Pasture - Good	Flood	11.33
1978	Pasture - Good	Flood	11.33
1979	Pasture - Good	Flood	11.33
1980	Pasture - Average	Flood	11.33
1981	Pasture - Average	Flood	11.33
1982	Pasture - Average	Flood	11.33
1983	Pasture - Average	Flood	11.33
1984	Pasture - Average	Flood	11.33
1985	Pasture - Average	Flood	11.33
1986	Pasture - Average	Flood	11.33
1987	Pasture - Good	Flood	11.33
1988	Pasture - Good	Flood	11.33
1989	Pasture - Good	Flood	11.33
1990	Pasture - Good	Flood	11.33
1991	Pasture - Good	Flood	11.33

Field 48			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Good	Flood	11.33
1993	Pasture - Good	Flood	11.33
1994	Pasture - Good	Flood	11.33
1995	Pasture - Good	Flood	11.33
1996	Pasture - Good	Flood	11.33
1997	Pasture - Good	Flood	11.33
1998	Pasture - Good	Flood	11.33
1999	Pasture - Good	Flood	11.33
2000	Pasture - Good	Flood	11.33
2001	Pasture - Good	Flood	11.33
2002	Pasture - Average	Flood	11.33
2003	Pasture - Average	Flood	11.33
2004	Pasture - Average	Flood	11.33
2005	Pasture - Average	Flood	11.33
2006	Pasture - Above Average	Flood	11.33
2007	Pasture - Above Average	Flood	11.33
2008	Pasture - Good	Flood	11.33
2009	Pasture - Good	Flood	11.33
2010	Pasture - Good	Flood	11.33
2011	Pasture - Good	Flood	11.33
2012	Pasture - Good	Flood	11.33
2013	Pasture - Above Average	Flood	11.33
2014	Pasture - Above Average	Flood	11.33

Field 49			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	7.62
1970	Pasture - Below Average	Flood	7.62
1971	Pasture - Below Average	Flood	7.62
1972	Pasture - Below Average	Flood	7.62
1973	Pasture - Below Average	Flood	7.62
1974	Pasture - Below Average	Flood	7.62
1975	Pasture - Below Average	Flood	7.62
1976	Pasture - Below Average	Flood	7.62
1977	Pasture - Below Average	Flood	7.62
1978	Pasture - Below Average	Flood	7.62
1979	Pasture - Below Average	Flood	7.62
1980	Pasture - Below Average	Flood	7.62
1981	Pasture - Below Average	Flood	7.62
1982	Pasture - Below Average	Flood	7.62
1983	Pasture - Below Average	Flood	7.62
1984	Pasture - Below Average	Flood	7.62
1985	Pasture - Below Average	Flood	7.62
1986	Pasture - Below Average	Flood	7.62
1987	Pasture - Good	Flood	7.62
1988	Pasture - Good	Flood	7.62
1989	Pasture - Good	Flood	7.62
1990	Pasture - Good	Flood	7.62
1991	Pasture - Good	Flood	7.62

Field 49			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Good	Flood	7.62
1993	Pasture - Good	Flood	7.62
1994	Pasture - Above Average	Flood	7.62
1995	Pasture - Above Average	Flood	7.62
1996	Pasture - Above Average	Flood	7.62
1997	Pasture - Above Average	Flood	7.62
1998	Pasture - Above Average	Flood	7.62
1999	Pasture - Above Average	Flood	7.62
2000	Pasture - Above Average	Flood	7.62
2001	Pasture - Above Average	Flood	7.62
2002	Pasture - Average	Flood	7.62
2003	Pasture - Average	Flood	7.62
2004	Pasture - Average	Flood	7.62
2005	Pasture - Average	Flood	7.62
2006	Pasture - Above Average	Flood	7.62
2007	Pasture - Above Average	Flood	7.62
2008	Pasture - Average	Flood	7.62
2009	Pasture - Average	Flood	7.62
2010	Pasture - Average	Flood	7.62
2011	Pasture - Average	Flood	7.62
2012	Pasture - Average	Flood	7.62
2013	Pasture - Average	Flood	7.62
2014	Pasture - Average	Flood	7.62

Field 74			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	21.27
1970	Pasture - Below Average	Flood	21.27
1971	Pasture - Below Average	Flood	21.27
1972	Pasture - Below Average	Flood	21.27
1973	Pasture - Below Average	Flood	21.27
1974	Pasture - Below Average	Flood	21.27
1975	Pasture - Below Average	Flood	21.27
1976	Pasture - Below Average	Flood	21.27
1977	Pasture - Below Average	Flood	21.27
1978	Pasture - Below Average	Flood	21.27
1979	Pasture - Below Average	Flood	21.27
1980	Pasture - Average	Flood	21.27
1981	Pasture - Average	Flood	21.27
1982	Pasture - Average	Flood	21.27
1983	Pasture - Average	Flood	21.27
1984	Pasture - Average	Flood	21.27
1985	Pasture - Average	Flood	21.27
1986	Pasture - Average	Flood	21.27
1987	Pasture - Below Average	Flood	21.27
1988	Pasture - Below Average	Flood	21.27
1989	Pasture - Below Average	Flood	21.27
1990	Pasture - Below Average	Flood	21.27
1991	Pasture - Below Average	Flood	21.27

Field 74			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Below Average	Flood	21.27
1993	Pasture - Below Average	Flood	21.27
1994	Pasture - Above Average	Flood	21.27
1995	Pasture - Above Average	Flood	21.27
1996	Pasture - Above Average	Flood	21.27
1997	Pasture - Above Average	Flood	21.27
1998	Pasture - Above Average	Flood	21.27
1999	Pasture - Above Average	Flood	21.27
2000	Pasture - Above Average	Flood	21.27
2001	Pasture - Above Average	Flood	21.27
2002	Pasture - Average	Flood	21.27
2003	Pasture - Average	Flood	21.27
2004	Pasture - Average	Flood	21.27
2005	Pasture - Average	Flood	21.27
2006	Pasture - Good	Flood	21.27
2007	Pasture - Good	Flood	21.27
2008	Pasture - Above Average	Flood	21.27
2009	Pasture - Above Average	Flood	21.27
2010	Pasture - Above Average	Flood	21.27
2011	Pasture - Average	Flood	21.27
2012	Pasture - Average	Flood	21.27
2013	Pasture - Average	Flood	21.27
2014	Pasture - Average	Flood	21.27

Field 100			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Good	Flood	18.90
1970	Pasture - Good	Flood	18.90
1971	Pasture - Above Average	Flood	18.90
1972	Pasture - Above Average	Flood	18.90
1973	Pasture - Above Average	Flood	18.90
1974	Pasture - Above Average	Flood	18.90
1975	Pasture - Above Average	Flood	18.90
1976	Pasture - Above Average	Flood	18.90
1977	Pasture - Above Average	Flood	18.90
1978	Pasture - Above Average	Flood	18.90
1979	Pasture - Above Average	Flood	18.90
1980	Pasture - Good	Flood	18.90
1981	Pasture - Good	Flood	18.90
1982	Pasture - Good	Flood	18.90
1983	Pasture - Good	Flood	18.90
1984	Pasture - Good	Flood	18.90
1985	Pasture - Good	Flood	18.90
1986	Pasture - Good	Flood	18.90
1987	Pasture - Good	Flood	18.90
1988	Pasture - Good	Flood	18.90
1989	Pasture - Good	Flood	18.90
1990	Pasture - Good	Flood	18.90
1991	Pasture - Good	Flood	18.90

Field 100			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Good	Flood	18.90
1993	Pasture - Good	Flood	18.90
1994	Pasture - Good	Flood	18.90
1995	Pasture - Good	Flood	18.90
1996	Pasture - Good	Flood	18.90
1997	Pasture - Good	Flood	18.90
1998	Pasture - Good	Flood	18.90
1999	Pasture - Good	Flood	18.90
2000	Pasture - Good	Flood	18.90
2001	Pasture - Good	Flood	18.90
2002	Pasture - Above Average	Flood	18.90
2003	Pasture - Above Average	Flood	18.90
2004	Pasture - Above Average	Flood	18.90
2005	Pasture - Above Average	Flood	18.90
2006	Pasture - Good	Flood	18.90
2007	Pasture - Good	Flood	18.90
2008	Pasture - Good	Flood	18.90
2009	Pasture - Good	Flood	18.90
2010	Pasture - Good	Flood	18.90
2011	Pasture - Above Average	Flood	18.90
2012	Pasture - Above Average	Flood	18.90
2013	Pasture - Average	Flood	18.90
2014	Pasture - Average	Flood	18.90

Field 104			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Good	Flood	13.10
1970	Alfalfa - Good	Flood	13.10
1971	Alfalfa - Good	Flood	13.10
1972	Alfalfa - Good	Flood	13.10
1973	Alfalfa - Good	Flood	13.10
1974	Alfalfa - Good	Flood	13.10
1975	Alfalfa - Good	Flood	13.10
1976	Alfalfa - Good	Flood	13.10
1977	Alfalfa - Good	Flood	13.10
1978	Alfalfa - Good	Flood	13.10
1979	Alfalfa - Good	Flood	13.10
1980	Alfalfa - Good	Flood	13.10
1981	Alfalfa - Good	Flood	13.10
1982	Alfalfa - Good	Flood	13.10
1983	Alfalfa - Good	Flood	13.10
1984	Alfalfa - Good	Flood	13.10
1985	Alfalfa - Good	Flood	13.10
1986	Alfalfa - Good	Flood	13.10
1987	Alfalfa - Good	Flood	13.10
1988	Alfalfa - Good	Flood	13.10
1989	Alfalfa - Good	Flood	13.10
1990	Alfalfa - Good	Flood	13.10
1991	Alfalfa - Good	Flood	13.10

Field 104			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Good	Flood	13.10
1993	Alfalfa - Good	Flood	13.10
1994	Alfalfa - Above Average	Flood	13.10
1995	Alfalfa - Above Average	Flood	13.10
1996	Alfalfa - Above Average	Flood	13.10
1997	Alfalfa - Above Average	Flood	13.10
1998	Alfalfa - Above Average	Flood	13.10
1999	Alfalfa - Above Average	Flood	13.10
2000	Alfalfa - Above Average	Flood	13.10
2001	Alfalfa - Above Average	Flood	13.10
2002	Alfalfa - Good	Flood	13.10
2003	Alfalfa - Good	Flood	13.10
2004	Alfalfa - Good	Flood	13.10
2005	Alfalfa - Good	Flood	13.10
2006	Alfalfa - Good	Flood	13.10
2007	Alfalfa - Good	Flood	13.10
2008	Alfalfa - Good	Flood	13.10
2009	Alfalfa - Good	Flood	13.10
2010	Alfalfa - Good	Flood	13.10
2011	Alfalfa - Good	Flood	13.10
2012	Alfalfa - Good	Flood	13.10
2013	Alfalfa - Good	Flood	13.10
2014	Alfalfa - Good	Flood	13.10

Field 105			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	12.92
1970	Pasture - Below Average	Flood	12.92
1971	Pasture - Below Average	Flood	12.92
1972	Pasture - Below Average	Flood	12.92
1973	Pasture - Below Average	Flood	12.92
1974	Pasture - Below Average	Flood	12.92
1975	Pasture - Below Average	Flood	12.92
1976	Pasture - Below Average	Flood	12.92
1977	Pasture - Below Average	Flood	12.92
1978	Pasture - Below Average	Flood	12.92
1979	Pasture - Below Average	Flood	12.92
1980	Pasture - Below Average	Flood	12.92
1981	Pasture - Below Average	Flood	12.92
1982	Pasture - Below Average	Flood	12.92
1983	Pasture - Below Average	Flood	12.92
1984	Pasture - Below Average	Flood	12.92
1985	Pasture - Below Average	Flood	12.92
1986	Pasture - Below Average	Flood	12.92
1987	Pasture - Average	Flood	12.92
1988	Pasture - Average	Flood	12.92
1989	Pasture - Average	Flood	12.92
1990	Pasture - Average	Flood	12.92
1991	Pasture - Average	Flood	12.92

Field 105			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Average	Flood	12.92
1993	Pasture - Average	Flood	12.92
1994	Pasture - Average	Flood	12.92
1995	Pasture - Average	Flood	12.92
1996	Pasture - Average	Flood	12.92
1997	Pasture - Average	Flood	12.92
1998	Pasture - Average	Flood	12.92
1999	Pasture - Average	Flood	12.92
2000	Pasture - Average	Flood	12.92
2001	Pasture - Average	Flood	12.92
2002	Pasture - Average	Flood	12.92
2003	Pasture - Average	Flood	12.92
2004	Pasture - Average	Flood	12.92
2005	Pasture - Average	Flood	12.92
2006	Pasture - Above Average	Flood	12.92
2007	Pasture - Above Average	Flood	12.92
2008	Pasture - Above Average	Flood	12.92
2009	Pasture - Above Average	Flood	12.92
2010	Pasture - Above Average	Flood	12.92
2011	Pasture - Average	Flood	12.92
2012	Pasture - Average	Flood	12.92
2013	Pasture - Average	Flood	12.92
2014	Pasture - Average	Flood	12.92

Field 106			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Good	Flood	13.45
1970	Alfalfa - Good	Flood	13.45
1971	Alfalfa - Good	Flood	13.45
1972	Alfalfa - Good	Flood	13.45
1973	Alfalfa - Good	Flood	13.45
1974	Alfalfa - Good	Flood	13.45
1975	Alfalfa - Good	Flood	13.45
1976	Alfalfa - Good	Flood	13.45
1977	Alfalfa - Good	Flood	13.45
1978	Alfalfa - Good	Flood	13.45
1979	Alfalfa - Good	Flood	13.45
1980	Alfalfa - Good	Flood	13.45
1981	Alfalfa - Good	Flood	13.45
1982	Alfalfa - Good	Flood	13.45
1983	Alfalfa - Good	Flood	13.45
1984	Alfalfa - Good	Flood	13.45
1985	Alfalfa - Good	Flood	13.45
1986	Alfalfa - Good	Flood	13.45
1987	Alfalfa - Good	Flood	13.45
1988	Alfalfa - Good	Flood	13.45
1989	Alfalfa - Good	Flood	13.45
1990	Alfalfa - Good	Flood	13.45
1991	Alfalfa - Good	Flood	13.45

Field 106			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Good	Flood	13.45
1993	Alfalfa - Good	Flood	13.45
1994	Alfalfa - Above Average	Flood	13.45
1995	Alfalfa - Above Average	Flood	13.45
1996	Alfalfa - Above Average	Flood	13.45
1997	Alfalfa - Above Average	Flood	13.45
1998	Alfalfa - Above Average	Flood	13.45
1999	Alfalfa - Above Average	Flood	13.45
2000	Alfalfa - Above Average	Flood	13.45
2001	Alfalfa - Above Average	Flood	13.45
2002	Alfalfa - Good	Flood	13.45
2003	Alfalfa - Good	Flood	13.45
2004	Alfalfa - Good	Flood	13.45
2005	Alfalfa - Good	Flood	13.45
2006	Alfalfa - Good	Flood	13.45
2007	Alfalfa - Good	Flood	13.45
2008	Alfalfa - Good	Flood	13.45
2009	Alfalfa - Good	Flood	13.45
2010	Alfalfa - Good	Flood	13.45
2011	Alfalfa - Good	Flood	13.45
2012	Alfalfa - Good	Flood	13.45
2013	Alfalfa - Good	Flood	13.45
2014	Alfalfa - Good	Flood	13.45

Field 107			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Good	Flood	16.77
1970	Alfalfa - Good	Flood	16.77
1971	Alfalfa - Good	Flood	16.77
1972	Alfalfa - Good	Flood	16.77
1973	Alfalfa - Good	Flood	16.77
1974	Alfalfa - Good	Flood	16.77
1975	Alfalfa - Good	Flood	16.77
1976	Alfalfa - Good	Flood	16.77
1977	Alfalfa - Good	Flood	16.77
1978	Alfalfa - Good	Flood	16.77
1979	Alfalfa - Good	Flood	16.77
1980	Alfalfa - Good	Flood	16.77
1981	Alfalfa - Good	Flood	16.77
1982	Alfalfa - Good	Flood	16.77
1983	Alfalfa - Good	Flood	16.77
1984	Alfalfa - Good	Flood	16.77
1985	Alfalfa - Good	Flood	16.77
1986	Alfalfa - Good	Flood	16.77
1987	Alfalfa - Above Average	Flood	16.77
1988	Alfalfa - Above Average	Flood	16.77
1989	Alfalfa - Above Average	Flood	16.77
1990	Alfalfa - Above Average	Flood	16.77
1991	Alfalfa - Above Average	Flood	16.77

Field 107			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Above Average	Flood	16.77
1993	Alfalfa - Above Average	Flood	16.77
1994	Alfalfa - Good	Flood	16.77
1995	Alfalfa - Good	Flood	16.77
1996	Alfalfa - Good	Flood	16.77
1997	Alfalfa - Good	Flood	16.77
1998	Alfalfa - Good	Flood	16.77
1999	Alfalfa - Good	Flood	16.77
2000	Alfalfa - Good	Flood	16.77
2001	Alfalfa - Good	Flood	16.77
2002	Alfalfa - Good	Flood	16.77
2003	Alfalfa - Good	Flood	16.77
2004	Alfalfa - Good	Flood	16.77
2005	Alfalfa - Good	Flood	16.77
2006	Alfalfa - Good	Flood	16.77
2007	Alfalfa - Good	Flood	16.77
2008	Alfalfa - Good	Flood	16.77
2009	Alfalfa - Good	Flood	16.77
2010	Alfalfa - Good	Flood	16.77
2011	Alfalfa - Average	Flood	16.77
2012	Alfalfa - Average	Flood	16.77
2013	Alfalfa - Above Average	Flood	16.77
2014	Alfalfa - Above Average	Flood	16.77

Field 109			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Above Average	Flood	11.90
1970	Pasture - Above Average	Flood	11.90
1971	Pasture - Good	Flood	11.90
1972	Pasture - Good	Flood	11.90
1973	Pasture - Good	Flood	11.90
1974	Pasture - Good	Flood	11.90
1975	Pasture - Good	Flood	11.90
1976	Pasture - Good	Flood	11.90
1977	Pasture - Good	Flood	11.90
1978	Pasture - Good	Flood	11.90
1979	Pasture - Good	Flood	11.90
1980	Pasture - Good	Flood	11.90
1981	Pasture - Good	Flood	11.90
1982	Pasture - Good	Flood	11.90
1983	Pasture - Good	Flood	11.90
1984	Pasture - Good	Flood	11.90
1985	Pasture - Good	Flood	11.90
1986	Pasture - Good	Flood	11.90
1987	Pasture - Above Average	Flood	11.90
1988	Pasture - Above Average	Flood	11.90
1989	Pasture - Above Average	Flood	11.90
1990	Pasture - Above Average	Flood	11.90
1991	Pasture - Above Average	Flood	11.90

Field 109			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Above Average	Flood	11.90
1993	Pasture - Above Average	Flood	11.90
1994	Pasture - Above Average	Flood	11.90
1995	Pasture - Above Average	Flood	11.90
1996	Pasture - Above Average	Flood	11.90
1997	Pasture - Above Average	Flood	11.90
1998	Pasture - Above Average	Flood	11.90
1999	Pasture - Above Average	Flood	11.90
2000	Pasture - Above Average	Flood	11.90
2001	Pasture - Above Average	Flood	11.90
2002	Pasture - Good	Flood	11.90
2003	Pasture - Good	Flood	11.90
2004	Pasture - Good	Flood	11.90
2005	Pasture - Good	Flood	11.90
2006	Pasture - Good	Flood	11.90
2007	Pasture - Good	Flood	11.90
2008	Pasture - Good	Flood	11.90
2009	Pasture - Good	Flood	11.90
2010	Pasture - Good	Flood	11.90
2011	Pasture - Good	Flood	11.90
2012	Pasture - Good	Flood	11.90
2013	Pasture - Above Average	Flood	11.90
2014	Pasture - Above Average	Flood	11.90

Historical Cropping Records

Owner No. 18

Fields 501,1901

1314 11th St. – P.O. Box 1840 - Alamosa – CO - 81101 - Phone (719) 589-3004 – Fax (719) 589-3712

Field 501			
Year	**Crop**	**System**	**Area (acres)**
1969	Alfalfa - Average	Flood	20.53
1970	Alfalfa - Average	Flood	20.53
1971	Alfalfa - Good	Flood	20.53
1972	Alfalfa - Good	Flood	20.53
1973	Alfalfa - Good	Flood	20.53
1974	Alfalfa - Good	Flood	20.53
1975	Alfalfa - Good	Flood	20.53
1976	Alfalfa - Good	Flood	20.53
1977	Alfalfa - Good	Flood	20.53
1978	Alfalfa - Good	Flood	20.53
1979	Alfalfa - Good	Flood	20.53
1980	Alfalfa - Average	Flood	20.53
1981	Alfalfa - Average	Flood	20.53
1982	Alfalfa - Average	Flood	20.53
1983	Alfalfa - Average	Flood	20.53
1984	Alfalfa - Average	Flood	20.53
1985	Alfalfa - Average	Flood	20.53
1986	Alfalfa - Average	Flood	20.53
1987	Alfalfa - Average	Flood	20.53
1988	Alfalfa - Average	Flood	20.53
1989	Alfalfa - Average	Flood	20.53
1990	Alfalfa - Average	Flood	20.53
1991	Alfalfa - Average	Flood	20.53

Field 501			
Year	**Crop**	**System**	**Area (acres)**
1992	Alfalfa - Average	Flood	20.53
1993	Alfalfa - Average	Flood	20.53
1994	Alfalfa - Good	Flood	20.53
1995	Alfalfa - Good	Flood	20.53
1996	Alfalfa - Good	Flood	20.53
1997	Alfalfa - Good	Flood	20.53
1998	Alfalfa - Good	Flood	20.53
1999	Alfalfa - Good	Flood	20.53
2000	Alfalfa - Good	Flood	20.53
2001	Alfalfa - Good	Flood	20.53
2002	Alfalfa - Good	Flood	20.53
2003	Alfalfa - Good	Flood	20.53
2004	Alfalfa - Good	Flood	20.53
2005	Alfalfa - Good	Flood	20.53
2006	Alfalfa - Above Average	Flood	20.53
2007	Alfalfa - Above Average	Flood	20.53
2008	Alfalfa - Good	Flood	20.53
2009	Alfalfa - Good	Flood	20.53
2010	Alfalfa - Good	Flood	20.53
2011	Alfalfa - Above Average	Flood	20.53
2012	Alfalfa - Above Average	Flood	20.53
2013	Alfalfa - Good	Flood	20.53
2014	Alfalfa - Good	Flood	20.53

Field 1901			
Year	**Crop**	**System**	**Area (acres)**
1969	Pasture - Below Average	Flood	2.34
1970	Pasture - Below Average	Flood	2.34
1971	Pasture - Good	Flood	2.34
1972	Pasture - Good	Flood	2.34
1973	Pasture - Good	Flood	2.34
1974	Pasture - Good	Flood	2.34
1975	Pasture - Good	Flood	2.34
1976	Pasture - Good	Flood	2.34
1977	Pasture - Good	Flood	2.34
1978	Pasture - Good	Flood	2.34
1979	Pasture - Good	Flood	2.34
1980	Pasture - Good	Flood	2.34
1981	Pasture - Good	Flood	2.34
1982	Pasture - Good	Flood	2.34
1983	Pasture - Good	Flood	2.34
1984	Pasture - Good	Flood	2.34
1985	Pasture - Good	Flood	2.34
1986	Pasture - Good	Flood	2.34
1987	Pasture - Good	Flood	2.34
1988	Pasture - Good	Flood	2.34
1989	Pasture - Good	Flood	2.34
1990	Pasture - Good	Flood	2.34
1991	Pasture - Good	Flood	2.34

Field 1901			
Year	**Crop**	**System**	**Area (acres)**
1992	Pasture - Good	Flood	2.34
1993	Pasture - Good	Flood	2.34
1994	Pasture - Average	Flood	2.34
1995	Pasture - Average	Flood	2.34
1996	Pasture - Average	Flood	2.34
1997	Pasture - Average	Flood	2.34
1998	Pasture - Average	Flood	2.34
1999	Pasture - Average	Flood	2.34
2000	Pasture - Average	Flood	2.34
2001	Pasture - Average	Flood	2.34
2002	Pasture - Poor	Flood	2.34
2003	Pasture - Poor	Flood	2.34
2004	Pasture - Poor	Flood	2.34
2005	Pasture - Poor	Flood	2.34
2006	Pasture - Poor	Flood	2.34
2007	Pasture - Poor	Flood	2.34
2008	Pasture - Below Average	Flood	2.34
2009	Pasture - Below Average	Flood	2.34
2010	Pasture - Below Average	Flood	2.34
2011	Pasture - Below Average	Flood	2.34
2012	Pasture - Below Average	Flood	2.34
2013	Pasture - Below Average	Flood	2.34
2014	Pasture - Below Average	Flood	2.34

SINCE 1948
DAVIS ENGINEERING SERVICE, INC.

Historical Cropping Records

Owner No. 2

Fields 61, 64, 65, 69, 92, 135

1314 11th St. – P.O. Box 1840 - Alamosa – CO - 81101 - Phone (719) 589-3004 – Fax (719) 589-3712

Field 61			
Year	Crop	System	Area (acres)
1969	Pasture - Poor	Flood	60.24
1970	Pasture - Poor	Flood	60.24
1971	Pasture - Poor	Flood	60.24
1972	Pasture - Poor	Flood	60.24
1973	Pasture - Poor	Flood	60.24
1974	Pasture - Poor	Flood	60.24
1975	Pasture - Poor	Flood	60.24
1976	Pasture - Poor	Flood	60.24
1977	Pasture - Poor	Flood	60.24
1978	Pasture - Poor	Flood	60.24
1979	Pasture - Poor	Flood	60.24
1980	Pasture - Poor	Flood	60.24
1981	Pasture - Poor	Flood	60.24
1982	Pasture - Poor	Flood	60.24
1983	Pasture - Poor	Flood	60.24
1984	Pasture - Poor	Flood	60.24
1985	Pasture - Poor	Flood	60.24
1986	Pasture - Poor	Flood	60.24
1987	Pasture - Poor	Flood	60.24
1988	Pasture - Poor	Flood	60.24
1989	Pasture - Poor	Flood	60.24
1990	Pasture - Poor	Flood	60.24
1991	Pasture - Poor	Flood	60.24

Field 61			
Year	Crop	System	Area (acres)
1992	Pasture - Poor	Flood	60.24
1993	Pasture - Poor	Flood	60.24
1994	Pasture - Poor	Flood	60.24
1995	Pasture - Poor	Flood	60.24
1996	Pasture - Poor	Flood	60.24
1997	Pasture - Poor	Flood	60.24
1998	Pasture - Poor	Flood	60.24
1999	Pasture - Poor	Flood	60.24
2000	Pasture - Poor	Flood	60.24
2001	Pasture - Poor	Flood	60.24
2002	Pasture - Poor	Flood	60.24
2003	Pasture - Poor	Flood	60.24
2004	Pasture - Poor	Flood	60.24
2005	Pasture - Poor	Flood	60.24
2006	Pasture - Poor	Flood	60.24
2007	Pasture - Poor	Flood	60.24
2008	Pasture - Poor	Flood	60.24
2009	Pasture - Poor	Flood	60.24
2010	Pasture - Poor	Flood	60.24
2011	Pasture - Poor	Flood	60.24
2012	Pasture - Poor	Flood	60.24
2013	Pasture - Poor	Flood	60.24
2014	Pasture - Poor	Flood	60.24

Field 64			
Year	Crop	System	Area (acres)
1969	Pasture - Average	Flood	3.99
1970	Pasture - Average	Flood	3.99
1971	Pasture - Average	Flood	3.99
1972	Pasture - Average	Flood	3.99
1973	Pasture - Average	Flood	3.99
1974	Pasture - Average	Flood	3.99
1975	Pasture - Average	Flood	3.99
1976	Pasture - Average	Flood	3.99
1977	Pasture - Average	Flood	3.99
1978	Pasture - Average	Flood	3.99
1979	Pasture - Average	Flood	3.99
1980	Pasture - Average	Flood	3.99
1981	Pasture - Average	Flood	3.99
1982	Pasture - Average	Flood	3.99
1983	Pasture - Average	Flood	3.99
1984	Pasture - Average	Flood	3.99
1985	Pasture - Average	Flood	3.99
1986	Pasture - Average	Flood	3.99
1987	Pasture - Above Average	Flood	3.99
1988	Pasture - Above Average	Flood	3.99
1989	Pasture - Above Average	Flood	3.99
1990	Pasture - Above Average	Flood	3.99
1991	Pasture - Above Average	Flood	3.99

Field 64			
Year	Crop	System	Area (acres)
1992	Pasture - Above Average	Flood	3.99
1993	Pasture - Above Average	Flood	3.99
1994	Pasture - Average	Flood	3.99
1995	Pasture - Average	Flood	3.99
1996	Pasture - Average	Flood	3.99
1997	Pasture - Average	Flood	3.99
1998	Pasture - Average	Flood	3.99
1999	Pasture - Average	Flood	3.99
2000	Pasture - Average	Flood	3.99
2001	Pasture - Average	Flood	3.99
2002	Pasture - Above Average	Flood	3.99
2003	Pasture - Above Average	Flood	3.99
2004	Pasture - Above Average	Flood	3.99
2005	Pasture - Above Average	Flood	3.99
2006	Pasture - Average	Flood	3.99
2007	Pasture - Average	Flood	3.99
2008	Pasture - Average	Flood	3.99
2009	Pasture - Average	Flood	3.99
2010	Pasture - Average	Flood	3.99
2011	Pasture - Below Average	Flood	3.99
2012	Pasture - Below Average	Flood	3.99
2013	Pasture - Average	Flood	3.99
2014	Pasture - Average	Flood	3.99

Field 65			
Year	Crop	System	Area (acres)
1969	Pasture - Poor	Flood	12.54
1970	Pasture - Poor	Flood	12.54
1971	Pasture - Poor	Flood	12.54
1972	Pasture - Poor	Flood	12.54
1973	Pasture - Poor	Flood	12.54
1974	Pasture - Poor	Flood	12.54
1975	Pasture - Poor	Flood	12.54
1976	Pasture - Poor	Flood	12.54
1977	Pasture - Poor	Flood	12.54
1978	Pasture - Poor	Flood	12.54
1979	Pasture - Poor	Flood	12.54
1980	Pasture - Poor	Flood	12.54
1981	Pasture - Poor	Flood	12.54
1982	Pasture - Poor	Flood	12.54
1983	Pasture - Poor	Flood	12.54
1984	Pasture - Poor	Flood	12.54
1985	Pasture - Poor	Flood	12.54
1986	Pasture - Poor	Flood	12.54
1987	Pasture - Poor	Flood	12.54
1988	Pasture - Poor	Flood	12.54
1989	Pasture - Poor	Flood	12.54
1990	Pasture - Poor	Flood	12.54
1991	Pasture - Poor	Flood	12.54

Field 65			
Year	Crop	System	Area (acres)
1992	Pasture - Poor	Flood	12.54
1993	Pasture - Poor	Flood	12.54
1994	Pasture - Poor	Flood	12.54
1995	Pasture - Poor	Flood	12.54
1996	Pasture - Poor	Flood	12.54
1997	Pasture - Poor	Flood	12.54
1998	Pasture - Poor	Flood	12.54
1999	Pasture - Poor	Flood	12.54
2000	Pasture - Poor	Flood	12.54
2001	Pasture - Poor	Flood	12.54
2002	Pasture - Below Average	Flood	12.54
2003	Pasture - Below Average	Flood	12.54
2004	Pasture - Below Average	Flood	12.54
2005	Pasture - Below Average	Flood	12.54
2006	Pasture - Poor	Flood	12.54
2007	Pasture - Poor	Flood	12.54
2008	Pasture - Poor	Flood	12.54
2009	Pasture - Poor	Flood	12.54
2010	Pasture - Poor	Flood	12.54
2011	Pasture - Poor	Flood	12.54
2012	Pasture - Poor	Flood	12.54
2013	Pasture - Poor	Flood	12.54
2014	Pasture - Poor	Flood	12.54

Field 69			
Year	Crop	System	Area (acres)
1969	Pasture - Below Average	Flood	12.14
1970	Pasture - Below Average	Flood	12.14
1971	Pasture - Below Average	Flood	12.14
1972	Pasture - Below Average	Flood	12.14
1973	Pasture - Below Average	Flood	12.14
1974	Pasture - Below Average	Flood	12.14
1975	Pasture - Below Average	Flood	12.14
1976	Pasture - Below Average	Flood	12.14
1977	Pasture - Below Average	Flood	12.14
1978	Pasture - Below Average	Flood	12.14
1979	Pasture - Below Average	Flood	12.14
1980	Pasture - Below Average	Flood	12.14
1981	Pasture - Below Average	Flood	12.14
1982	Pasture - Below Average	Flood	12.14
1983	Pasture - Below Average	Flood	12.14
1984	Pasture - Below Average	Flood	12.14
1985	Pasture - Below Average	Flood	12.14
1986	Pasture - Below Average	Flood	12.14
1987	Pasture - Average	Flood	12.14
1988	Pasture - Average	Flood	12.14
1989	Pasture - Average	Flood	12.14
1990	Pasture - Average	Flood	12.14
1991	Pasture - Average	Flood	12.14

Field 69			
Year	Crop	System	Area (acres)
1992	Pasture - Average	Flood	12.14
1993	Pasture - Average	Flood	12.14
1994	Pasture - Below Average	Flood	12.14
1995	Pasture - Below Average	Flood	12.14
1996	Pasture - Below Average	Flood	12.14
1997	Pasture - Below Average	Flood	12.14
1998	Pasture - Below Average	Flood	12.14
1999	Pasture - Below Average	Flood	12.14
2000	Pasture - Below Average	Flood	12.14
2001	Pasture - Below Average	Flood	12.14
2002	Pasture - Below Average	Flood	12.14
2003	Pasture - Below Average	Flood	12.14
2004	Pasture - Below Average	Flood	12.14
2005	Pasture - Below Average	Flood	12.14
2006	Pasture - Average	Flood	12.14
2007	Pasture - Average	Flood	12.14
2008	Pasture - Below Average	Flood	12.14
2009	Pasture - Below Average	Flood	12.14
2010	Pasture - Below Average	Flood	12.14
2011	Pasture - Below Average	Flood	12.14
2012	Pasture - Below Average	Flood	12.14
2013	Pasture - Below Average	Flood	12.14
2014	Pasture - Below Average	Flood	12.14

Field 92			
Year	Crop	System	Area (acres)
1969	Pasture - Average	Flood	34.68
1970	Pasture - Average	Flood	34.68
1971	Pasture - Poor	Flood	34.68
1972	Pasture - Poor	Flood	34.68
1973	Pasture - Poor	Flood	34.68
1974	Pasture - Poor	Flood	34.68
1975	Pasture - Poor	Flood	34.68
1976	Pasture - Poor	Flood	34.68
1977	Pasture - Poor	Flood	34.68
1978	Pasture - Poor	Flood	34.68
1979	Pasture - Poor	Flood	34.68
1980	Pasture - Average	Flood	34.68
1981	Pasture - Average	Flood	34.68
1982	Pasture - Average	Flood	34.68
1983	Pasture - Average	Flood	34.68
1984	Pasture - Average	Flood	34.68
1985	Pasture - Average	Flood	34.68
1986	Pasture - Average	Flood	34.68
1987	Pasture - Average	Flood	34.68
1988	Pasture - Average	Flood	34.68
1989	Pasture - Average	Flood	34.68
1990	Pasture - Average	Flood	34.68
1991	Pasture - Average	Flood	34.68

Field 92			
Year	Crop	System	Area (acres)
1992	Pasture - Average	Flood	34.68
1993	Pasture - Average	Flood	34.68
1994	Pasture - Average	Flood	34.68
1995	Pasture - Average	Flood	34.68
1996	Pasture - Average	Flood	34.68
1997	Pasture - Average	Flood	34.68
1998	Pasture - Average	Flood	34.68
1999	Pasture - Average	Flood	34.68
2000	Pasture - Average	Flood	34.68
2001	Pasture - Average	Flood	34.68
2002	Pasture - Below Average	Flood	34.68
2003	Pasture - Below Average	Flood	34.68
2004	Pasture - Below Average	Flood	34.68
2005	Pasture - Below Average	Flood	34.68
2006	Pasture - Below Average	Flood	34.68
2007	Pasture - Below Average	Flood	34.68
2008	Pasture - Below Average	Flood	34.68
2009	Pasture - Below Average	Flood	34.68
2010	Pasture - Below Average	Flood	34.68
2011	Pasture - Below Average	Flood	34.68
2012	Pasture - Below Average	Flood	34.68
2013	Pasture - Below Average	Flood	34.68
2014	Pasture - Below Average	Flood	34.68

Field 135			
Year	Crop	System	Area (acres)
1969	Pasture - Average	Flood	3.72
1970	Pasture - Average	Flood	3.72
1971	Pasture - Average	Flood	3.72
1972	Pasture - Average	Flood	3.72
1973	Pasture - Average	Flood	3.72
1974	Pasture - Average	Flood	3.72
1975	Pasture - Average	Flood	3.72
1976	Pasture - Average	Flood	3.72
1977	Pasture - Average	Flood	3.72
1978	Pasture - Average	Flood	3.72
1979	Pasture - Average	Flood	3.72
1980	Pasture - Average	Flood	3.72
1981	Pasture - Average	Flood	3.72
1982	Pasture - Average	Flood	3.72
1983	Pasture - Average	Flood	3.72
1984	Pasture - Average	Flood	3.72
1985	Pasture - Average	Flood	3.72
1986	Pasture - Average	Flood	3.72
1987	Pasture - Above Average	Flood	3.72
1988	Pasture - Above Average	Flood	3.72
1989	Pasture - Above Average	Flood	3.72
1990	Pasture - Above Average	Flood	3.72
1991	Pasture - Above Average	Flood	3.72

Field 135			
Year	Crop	System	Area (acres)
1992	Pasture - Above Average	Flood	3.72
1993	Pasture - Above Average	Flood	3.72
1994	Pasture - Average	Flood	3.72
1995	Pasture - Average	Flood	3.72
1996	Pasture - Average	Flood	3.72
1997	Pasture - Average	Flood	3.72
1998	Pasture - Average	Flood	3.72
1999	Pasture - Average	Flood	3.72
2000	Pasture - Average	Flood	3.72
2001	Pasture - Average	Flood	3.72
2002	Pasture - Above Average	Flood	3.72
2003	Pasture - Above Average	Flood	3.72
2004	Pasture - Above Average	Flood	3.72
2005	Pasture - Above Average	Flood	3.72
2006	Pasture - Average	Flood	3.72
2007	Pasture - Average	Flood	3.72
2008	Pasture - Average	Flood	3.72
2009	Pasture - Average	Flood	3.72
2010	Pasture - Average	Flood	3.72
2011	Pasture - Below Average	Flood	3.72
2012	Pasture - Below Average	Flood	3.72
2013	Pasture - Average	Flood	3.72
2014	Pasture - Average	Flood	3.72

Historical Cropping Records

Owner No. 13

Fields 35, 36, 66

1314 11th St. – P.O. Box 1840 - Alamosa – CO - 81101 - Phone (719) 589-3004 – Fax (719) 589-3712

Field 35			
Year	Crop	System	Area (acres)
1969	Alfalfa - Average	Flood	22.00
1970	Alfalfa - Average	Flood	22.00
1971	Alfalfa - Above Average	Flood	22.00
1972	Alfalfa - Above Average	Flood	22.00
1973	Alfalfa - Above Average	Flood	22.00
1974	Alfalfa - Above Average	Flood	22.00
1975	Alfalfa - Above Average	Flood	22.00
1976	Alfalfa - Above Average	Flood	22.00
1977	Alfalfa - Above Average	Flood	22.00
1978	Alfalfa - Above Average	Flood	22.00
1979	Alfalfa - Above Average	Flood	22.00
1980	Alfalfa - Average	Flood	22.00
1981	Alfalfa - Average	Flood	22.00
1982	Alfalfa - Average	Flood	22.00
1983	Alfalfa - Average	Flood	22.00
1984	Alfalfa - Average	Flood	22.00
1985	Alfalfa - Average	Flood	22.00
1986	Alfalfa - Average	Flood	22.00
1987	Alfalfa - Above Average	Flood	22.00
1988	Alfalfa - Above Average	Flood	22.00
1989	Alfalfa - Above Average	Flood	22.00
1990	Alfalfa - Above Average	Flood	22.00
1991	Alfalfa - Above Average	Flood	22.00

Field 35			
Year	Crop	System	Area (acres)
1992	Alfalfa - Above Average	Flood	22.00
1993	Alfalfa - Above Average	Flood	22.00
1994	Alfalfa - Good	Flood	22.00
1995	Alfalfa - Good	Flood	22.00
1996	Alfalfa - Good	Flood	22.00
1997	Alfalfa - Good	Flood	22.00
1998	Alfalfa - Good	Flood	22.00
1999	Alfalfa - Good	Flood	22.00
2000	Alfalfa - Good	Flood	22.00
2001	Alfalfa - Good	Flood	22.00
2002	Alfalfa - Above Average	Flood	22.00
2003	Alfalfa - Above Average	Flood	22.00
2004	Alfalfa - Above Average	Flood	22.00
2005	Alfalfa - Above Average	Flood	22.00
2006	Alfalfa - Average	Flood	22.00
2007	Alfalfa - Average	Flood	22.00
2008	Alfalfa - Above Average	Flood	22.00
2009	Alfalfa - Above Average	Flood	22.00
2010	Alfalfa - Above Average	Flood	22.00
2011	Alfalfa - Average	Flood	22.00
2012	Alfalfa - Average	Flood	22.00
2013	Alfalfa - Above Average	Flood	22.00
2014	Alfalfa - Above Average	Flood	22.00

Field 36			
Year	Crop	System	Area (acres)
1969	Alfalfa - Above Average	Flood	4.61
1970	Alfalfa - Above Average	Flood	4.61
1971	Alfalfa - Average	Flood	4.61
1972	Alfalfa - Average	Flood	4.61
1973	Alfalfa - Average	Flood	4.61
1974	Alfalfa - Average	Flood	4.61
1975	Alfalfa - Average	Flood	4.61
1976	Alfalfa - Average	Flood	4.61
1977	Alfalfa - Average	Flood	4.61
1978	Alfalfa - Average	Flood	4.61
1979	Alfalfa - Average	Flood	4.61
1980	Alfalfa - Average	Flood	4.61
1981	Alfalfa - Average	Flood	4.61
1982	Alfalfa - Average	Flood	4.61
1983	Alfalfa - Average	Flood	4.61
1984	Alfalfa - Average	Flood	4.61
1985	Alfalfa - Average	Flood	4.61
1986	Alfalfa - Average	Flood	4.61
1987	Alfalfa - Above Average	Flood	4.61
1988	Alfalfa - Above Average	Flood	4.61
1989	Alfalfa - Above Average	Flood	4.61
1990	Alfalfa - Above Average	Flood	4.61
1991	Alfalfa - Above Average	Flood	4.61

Field 36			
Year	Crop	System	Area (acres)
1992	Alfalfa - Above Average	Flood	4.61
1993	Alfalfa - Above Average	Flood	4.61
1994	Alfalfa - Average	Flood	4.61
1995	Alfalfa - Average	Flood	4.61
1996	Alfalfa - Average	Flood	4.61
1997	Alfalfa - Average	Flood	4.61
1998	Alfalfa - Average	Flood	4.61
1999	Alfalfa - Average	Flood	4.61
2000	Alfalfa - Average	Flood	4.61
2001	Alfalfa - Average	Flood	4.61
2002	Alfalfa - Average	Flood	4.61
2003	Alfalfa - Average	Flood	4.61
2004	Alfalfa - Average	Flood	4.61
2005	Alfalfa - Average	Flood	4.61
2006	Alfalfa - Average	Flood	4.61
2007	Alfalfa - Average	Flood	4.61
2008	Alfalfa - Above Average	Flood	4.61
2009	Alfalfa - Above Average	Flood	4.61
2010	Alfalfa - Above Average	Flood	4.61
2011	Alfalfa - Average	Flood	4.61
2012	Alfalfa - Average	Flood	4.61
2013	Alfalfa - Above Average	Flood	4.61
2014	Alfalfa - Above Average	Flood	4.61

Field 66			
Year	Crop	System	Area (acres)
1969	Pasture - Average	Flood	16.56
1970	Pasture - Average	Flood	16.56
1971	Pasture - Average	Flood	16.56
1972	Pasture - Average	Flood	16.56
1973	Pasture - Average	Flood	16.56
1974	Pasture - Average	Flood	16.56
1975	Pasture - Average	Flood	16.56
1976	Pasture - Average	Flood	16.56
1977	Pasture - Average	Flood	16.56
1978	Pasture - Average	Flood	16.56
1979	Pasture - Average	Flood	16.56
1980	Pasture - Average	Flood	16.56
1981	Pasture - Average	Flood	16.56
1982	Pasture - Average	Flood	16.56
1983	Pasture - Average	Flood	16.56
1984	Pasture - Average	Flood	16.56
1985	Pasture - Average	Flood	16.56
1986	Pasture - Average	Flood	16.56
1987	Pasture - Average	Flood	16.56
1988	Pasture - Average	Flood	16.56
1989	Pasture - Average	Flood	16.56
1990	Pasture - Average	Flood	16.56
1991	Pasture - Average	Flood	16.56

Field 66			
Year	Crop	System	Area (acres)
1992	Pasture - Average	Flood	16.56
1993	Pasture - Average	Flood	16.56
1994	Pasture - Average	Flood	16.56
1995	Pasture - Average	Flood	16.56
1996	Pasture - Average	Flood	16.56
1997	Pasture - Average	Flood	16.56
1998	Pasture - Average	Flood	16.56
1999	Pasture - Average	Flood	16.56
2000	Pasture - Average	Flood	16.56
2001	Pasture - Average	Flood	16.56
2002	Pasture - Average	Flood	16.56
2003	Pasture - Average	Flood	16.56
2004	Pasture - Average	Flood	16.56
2005	Pasture - Average	Flood	16.56
2006	Pasture - Average	Flood	16.56
2007	Pasture - Average	Flood	16.56
2008	Pasture - Average	Flood	16.56
2009	Pasture - Average	Flood	16.56
2010	Pasture - Average	Flood	16.56
2011	Pasture - Average	Flood	16.56
2012	Pasture - Average	Flood	16.56
2013	Pasture - Above Average	Flood	16.56
2014	Pasture - Above Average	Flood	16.56

Attachment 6

StateCU IWR

Year	Alfalfa - Good	Pasture - Good	Small Grain	Potatoes	Alfalfa - Seedling	Alfalfa - Above Average
	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)
1969	27.05	23.31	14.44	12.66	17.85	23.67
1970	28.14	23.95	19.90	15.67	19.25	24.62
1971	27.89	24.27	17.65	14.62	19.11	24.40
1972	31.55	29.07	18.13	15.89	21.13	27.61
1973	26.74	23.20	16.50	14.01	18.48	23.40
1974	30.76	27.12	17.53	14.26	19.41	26.92
1975	27.65	24.56	19.22	15.27	19.39	24.19
1976	28.64	25.02	16.91	14.29	19.09	25.06
1977	30.22	27.34	16.20	14.22	20.06	26.44
1978	29.89	27.43	16.51	14.96	21.57	26.15
1979	30.69	27.55	17.30	14.64	21.32	26.85
1980	31.65	27.81	21.32	16.82	22.76	27.69
1981	29.63	27.57	16.93	13.32	19.17	25.93
1982	27.28	23.70	18.19	14.60	19.24	23.87
1983	28.71	25.95	19.20	14.80	22.20	25.12
1984	30.37	26.00	17.82	14.91	19.59	26.57
1985	27.84	24.72	16.96	14.75	17.70	24.36
1986	26.42	23.23	15.17	13.23	17.40	23.12
1987	30.29	27.17	17.44	15.04	20.95	26.50
1988	30.96	27.92	17.95	15.09	21.29	27.09
1989	33.22	31.90	19.43	16.63	21.90	29.07
1990	28.76	26.17	16.45	13.99	19.14	25.17
1991	30.80	27.19	18.11	15.27	20.58	26.95
1992	29.22	27.08	15.78	12.21	18.36	25.57
1993	27.97	24.35	16.17	13.31	18.03	24.47
1994	31.11	27.31	17.96	15.42	20.55	27.22
1995	27.67	24.21	18.05	14.11	19.96	24.21
1996	32.61	28.33	18.97	15.94	20.03	28.53
1997	29.83	26.07	18.26	14.78	20.18	26.10
1998	31.48	27.86	19.74	16.15	20.97	27.55
1999	27.90	24.44	16.83	13.51	19.61	24.41
2000	33.98	31.64	19.42	16.61	22.10	29.73
2001	33.02	30.68	17.98	14.65	21.73	28.89
2002	34.93	32.87	21.45	18.36	22.25	30.56
2003	34.50	31.58	19.95	17.44	23.17	30.19
2004	31.25	28.21	18.32	15.71	20.43	27.34
2005	32.89	29.87	18.81	16.33	21.94	28.78
2006	29.91	27.15	17.69	14.11	17.62	26.17
2007	31.97	28.83	17.79	15.70	21.65	27.97
2008	31.53	28.07	18.02	15.53	21.42	27.59
2009	30.00	25.90	17.82	15.15	19.88	26.25
2010	34.96	31.81	19.92	17.39	23.47	30.59
2011	33.23	29.75	19.63	16.39	22.33	29.08
2012	28.70	25.69	16.95	14.16	19.29	25.11
2013	27.19	24.34	16.06	13.41	18.27	23.79
2014	31.72	28.40	18.74	15.65	21.32	27.76
Average	**30.28**	**27.10**	**17.95**	**15.02**	**20.29**	**26.49**

Year	Alfalfa - Average	Alfalfa - Below Average	Alfalfa - Poor	Pasture - Above Average	Pasture - Average	Pasture - Below Average
	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)
1969	20.29	13.53	6.76	20.40	17.48	11.66
1970	21.11	14.07	7.04	20.96	17.96	11.98
1971	20.92	13.95	6.97	21.24	18.20	12.14
1972	23.66	15.78	7.89	25.44	21.80	14.54
1973	20.06	13.37	6.69	20.30	17.40	11.60
1974	23.07	15.38	7.69	23.73	20.34	13.56
1975	20.74	13.83	6.91	21.49	18.42	12.28
1976	21.48	14.32	7.16	21.89	18.77	12.51
1977	22.67	15.11	7.56	23.92	20.51	13.67
1978	22.42	14.95	7.47	24.00	20.57	13.72
1979	23.02	15.35	7.67	24.11	20.66	13.78
1980	23.74	15.83	7.91	24.33	20.86	13.91
1981	22.22	14.82	7.41	24.12	20.68	13.79
1982	20.46	13.64	6.82	20.74	17.78	11.85
1983	21.53	14.36	7.18	22.71	19.46	12.98
1984	22.78	15.19	7.59	22.75	19.50	13.00
1985	20.88	13.92	6.96	21.63	18.54	12.36
1986	19.82	13.21	6.61	20.33	17.42	11.62
1987	22.72	15.15	7.57	23.77	20.38	13.59
1988	23.22	15.48	7.74	24.43	20.94	13.96
1989	24.92	16.61	8.31	27.91	23.93	15.95
1990	21.57	14.38	7.19	22.90	19.63	13.09
1991	23.10	15.40	7.70	23.79	20.39	13.60
1992	21.92	14.61	7.31	23.70	20.31	13.54
1993	20.98	13.99	6.99	21.31	18.26	12.18
1994	23.33	15.56	7.78	23.90	20.48	13.66
1995	20.75	13.84	6.92	21.18	18.16	12.11
1996	24.46	16.31	8.15	24.79	21.25	14.17
1997	22.37	14.92	7.46	22.81	19.55	13.04
1998	23.61	15.74	7.87	24.38	20.90	13.93
1999	20.93	13.95	6.98	21.39	18.33	12.22
2000	25.49	16.99	8.50	27.69	23.73	15.82
2001	24.77	16.51	8.26	26.85	23.01	15.34
2002	26.20	17.47	8.73	28.76	24.65	16.44
2003	25.88	17.25	8.63	27.63	23.69	15.79
2004	23.44	15.63	7.81	24.68	21.16	14.11
2005	24.67	16.45	8.22	26.14	22.40	14.94
2006	22.43	14.96	7.48	23.76	20.36	13.58
2007	23.98	15.99	7.99	25.23	21.62	14.42
2008	23.65	15.77	7.88	24.56	21.05	14.04
2009	22.50	15.00	7.50	22.66	19.43	12.95
2010	26.22	17.48	8.74	27.83	23.86	15.91
2011	24.92	16.62	8.31	26.03	22.31	14.88
2012	21.53	14.35	7.18	22.48	19.27	12.85
2013	20.39	13.60	6.80	21.30	18.26	12.17
2014	23.79	15.86	7.93	24.85	21.30	14.20
Average	**22.71**	**15.14**	**7.57**	**23.71**	**20.32**	**13.55**

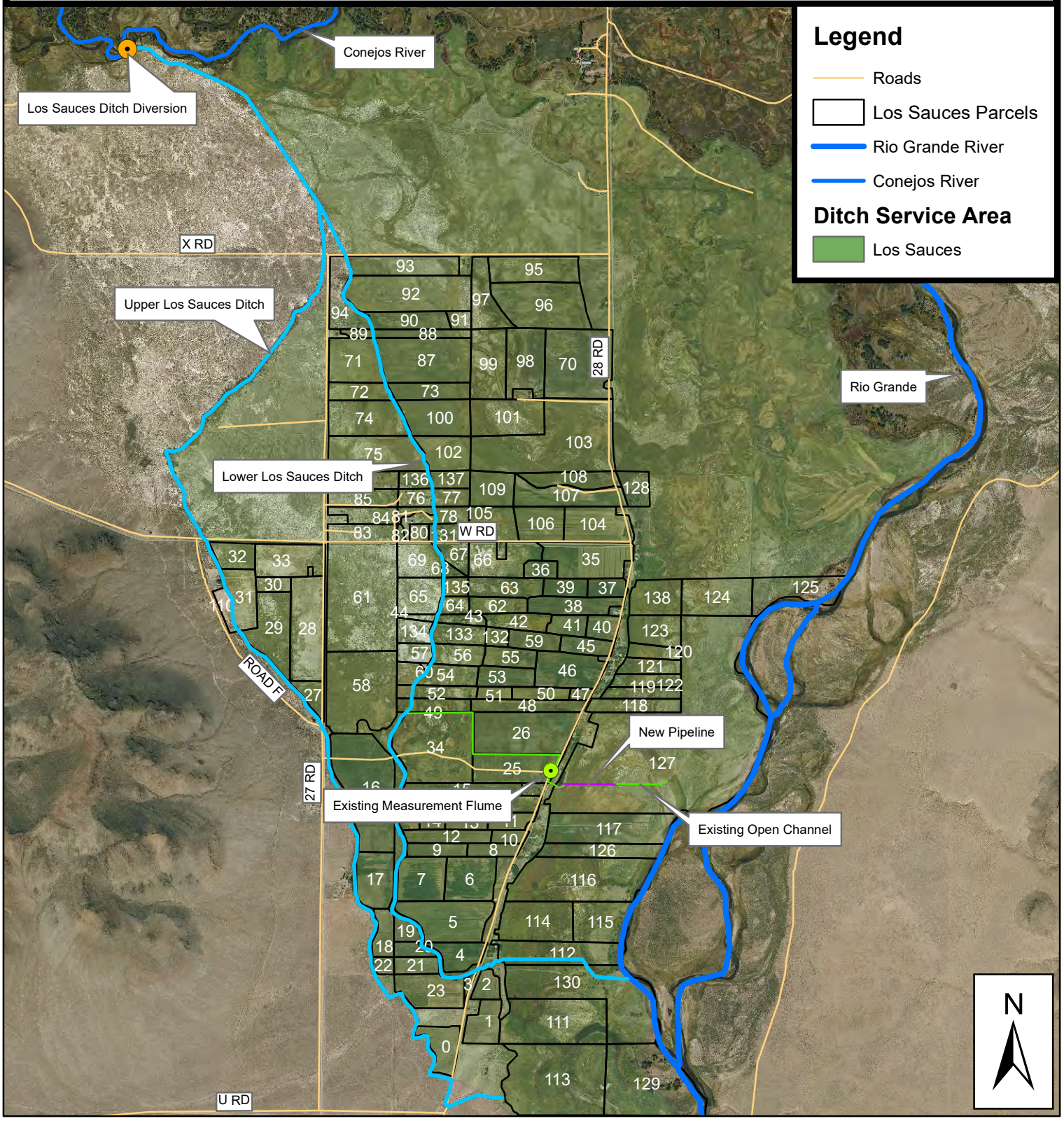
Year	Pasture - Poor	Wet Meadow - Good	Wet Meadow - Above Average	Wet Meadow - Average	Wet Meadow - Below Average	Wet Meadow - Poor
	(inches)	(inches)	(inches)	(inches)	(inches)	(inches)
1969	5.83	11.66	10.20	8.74	5.83	2.91
1970	5.99	11.98	10.48	8.98	5.99	2.99
1971	6.07	12.14	10.62	9.10	6.07	3.03
1972	7.27	14.54	12.72	10.90	7.27	3.63
1973	5.80	11.60	10.15	8.70	5.80	2.90
1974	6.78	13.56	11.87	10.17	6.78	3.39
1975	6.14	12.28	10.75	9.21	6.14	3.07
1976	6.26	12.51	10.95	9.38	6.26	3.13
1977	6.84	13.67	11.96	10.25	6.84	3.42
1978	6.86	13.72	12.00	10.29	6.86	3.43
1979	6.89	13.78	12.05	10.33	6.89	3.44
1980	6.95	13.91	12.17	10.43	6.95	3.48
1981	6.89	13.79	12.06	10.34	6.89	3.45
1982	5.93	11.85	10.37	8.89	5.93	2.96
1983	6.49	12.98	11.35	9.73	6.49	3.24
1984	6.50	13.00	11.38	9.75	6.50	3.25
1985	6.18	12.36	10.82	9.27	6.18	3.09
1986	5.81	11.62	10.16	8.71	5.81	2.90
1987	6.79	13.59	11.89	10.19	6.79	3.40
1988	6.98	13.96	12.22	10.47	6.98	3.49
1989	7.98	15.95	13.96	11.96	7.98	3.99
1990	6.54	13.09	11.45	9.81	6.54	3.27
1991	6.80	13.60	11.90	10.20	6.80	3.40
1992	6.77	13.54	11.85	10.16	6.77	3.39
1993	6.09	12.18	10.65	9.13	6.09	3.04
1994	6.83	13.66	11.95	10.24	6.83	3.41
1995	6.05	12.11	10.59	9.08	6.05	3.03
1996	7.08	14.17	12.39	10.62	7.08	3.54
1997	6.52	13.04	11.41	9.78	6.52	3.26
1998	6.97	13.93	12.19	10.45	6.97	3.48
1999	6.11	12.22	10.69	9.17	6.11	3.06
2000	7.91	15.82	13.84	11.87	7.91	3.96
2001	7.67	15.34	13.42	11.51	7.67	3.84
2002	8.22	16.44	14.38	12.33	8.22	4.11
2003	7.90	15.79	13.82	11.84	7.90	3.95
2004	7.05	14.11	12.34	10.58	7.05	3.53
2005	7.47	14.94	13.07	11.20	7.47	3.73
2006	6.79	13.58	11.88	10.18	6.79	3.39
2007	7.21	14.42	12.61	10.81	7.21	3.60
2008	7.02	14.04	12.28	10.53	7.02	3.51
2009	6.48	12.95	11.33	9.71	6.48	3.24
2010	7.95	15.91	13.92	11.93	7.95	3.98
2011	7.44	14.88	13.02	11.16	7.44	3.72
2012	6.42	12.85	11.24	9.64	6.42	3.21
2013	6.09	12.17	10.65	9.13	6.09	3.04
2014	7.10	14.20	12.42	10.65	7.10	3.55
Average	**6.77**	**13.55**	**11.86**	**10.16**	**6.77**	**3.39**

Year	Barley	Wheat	Wetlands	Fallow
	(inches)	(inches)	(inches)	(inches)
1969	13.14	15.74	0.00	0.00
1970	18.11	21.69	0.00	0.00
1971	16.06	19.24	0.00	0.00
1972	16.50	19.76	0.00	0.00
1973	15.02	17.99	0.00	0.00
1974	15.95	19.11	0.00	0.00
1975	17.49	20.95	0.00	0.00
1976	15.39	18.43	0.00	0.00
1977	14.74	17.66	0.00	0.00
1978	15.02	18.00	0.00	0.00
1979	15.74	18.86	0.00	0.00
1980	19.40	23.24	0.00	0.00
1981	15.41	18.45	0.00	0.00
1982	16.55	19.83	0.00	0.00
1983	17.47	20.93	0.00	0.00
1984	16.22	19.42	0.00	0.00
1985	15.43	18.49	0.00	0.00
1986	13.80	16.54	0.00	0.00
1987	15.87	19.01	0.00	0.00
1988	16.33	19.57	0.00	0.00
1989	17.68	21.18	0.00	0.00
1990	14.97	17.93	0.00	0.00
1991	16.48	19.74	0.00	0.00
1992	14.36	17.20	0.00	0.00
1993	14.71	17.63	0.00	0.00
1994	16.34	19.58	0.00	0.00
1995	16.43	19.67	0.00	0.00
1996	17.26	20.68	0.00	0.00
1997	16.62	19.90	0.00	0.00
1998	17.96	21.52	0.00	0.00
1999	15.32	18.34	0.00	0.00
2000	17.67	21.17	0.00	0.00
2001	16.36	19.60	0.00	0.00
2002	19.52	23.38	0.00	0.00
2003	18.15	21.75	0.00	0.00
2004	16.67	19.97	0.00	0.00
2005	17.12	20.50	0.00	0.00
2006	16.10	19.28	0.00	0.00
2007	16.19	19.39	0.00	0.00
2008	16.40	19.64	0.00	0.00
2009	16.22	19.42	0.00	0.00
2010	18.13	21.71	0.00	0.00
2011	18.13	21.71	0.00	0.00
2012	18.13	21.71	0.00	0.00
2013	18.13	21.71	0.00	0.00
2014	18.13	21.71	0.00	0.00
Average	**16.50**	**19.76**	**0.00**	**0.00**

Attachment 7

SWSP Operations Map

Los Sauces Ditch
SWSP Operations Map



0 0.25 0.5 1 1.5 2 Miles

SINCE 1948
Davis Engineering Service, Inc.
1314 11th Street
P.O. Box 1840
Alamosa, CO 81101
(719)589-3004

EXHIBIT C

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Dale Kinsey, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 43.18 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

   1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

   1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

   1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] dollars ($[redacted]) per acre-foot of water. The Parties expect the 2 shares generate approximately 82.77 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 43.18 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Dale Kinsey
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Dale E Kinsey
Dale Kinsey

2-20-2026
Date

Subdistrict No. 3

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

2/20/26
Date

Subdistrict No. 6

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

2/20/26
Date

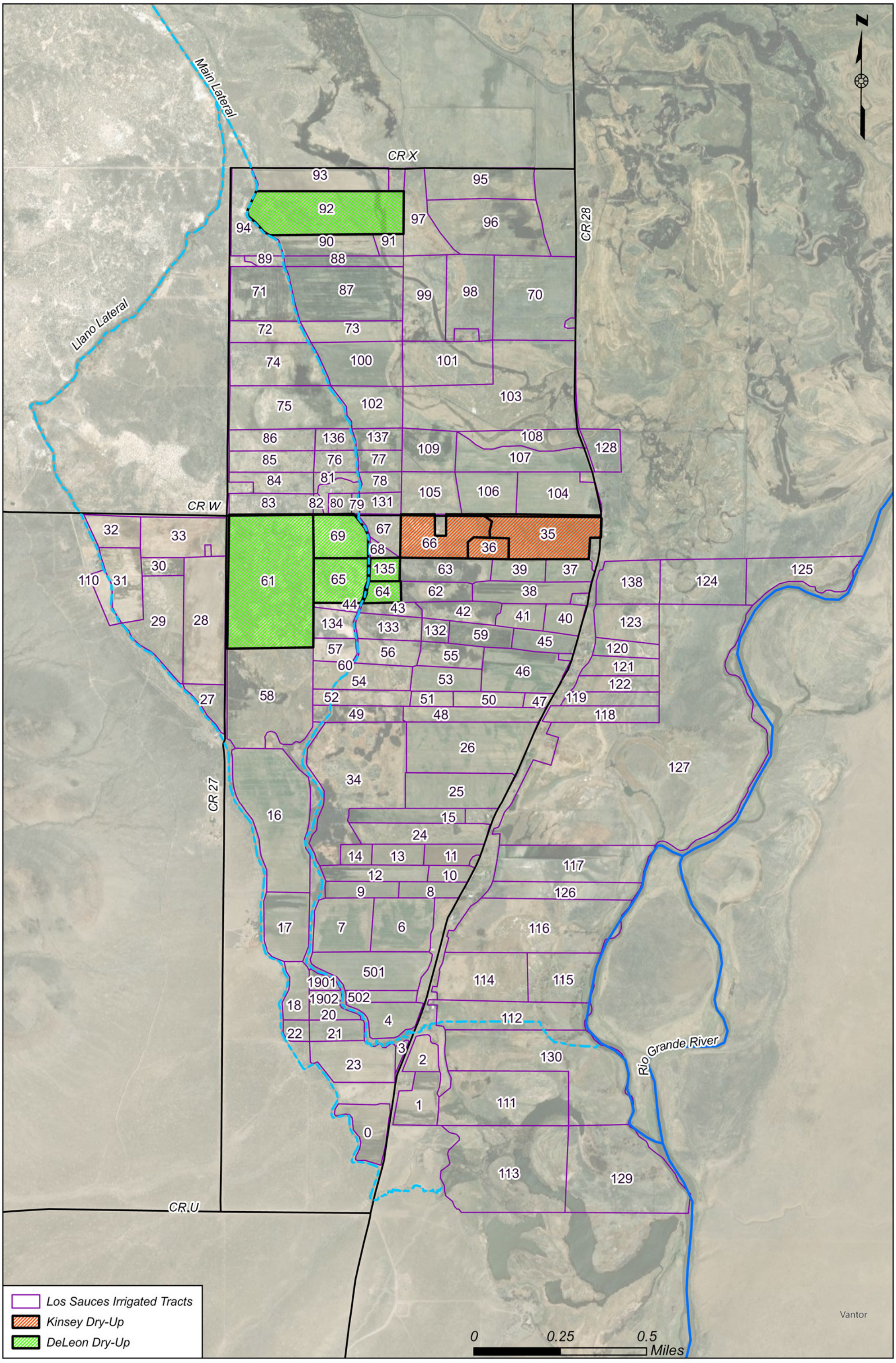
Trinchera Subdistrict

By: _____
Monty Smith
President
Trinchera Water Conservancy District

_____
Date

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Jeff DeLeon, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 127.31 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] dollars ($[redacted]) per acre-foot of water. The Parties expect the 2 shares generate approximately 100.20 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 127.31 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Jeff DeLeon

[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ 20 FEB 26
Jeff DeLeon Date

Subdistrict No. 3

By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

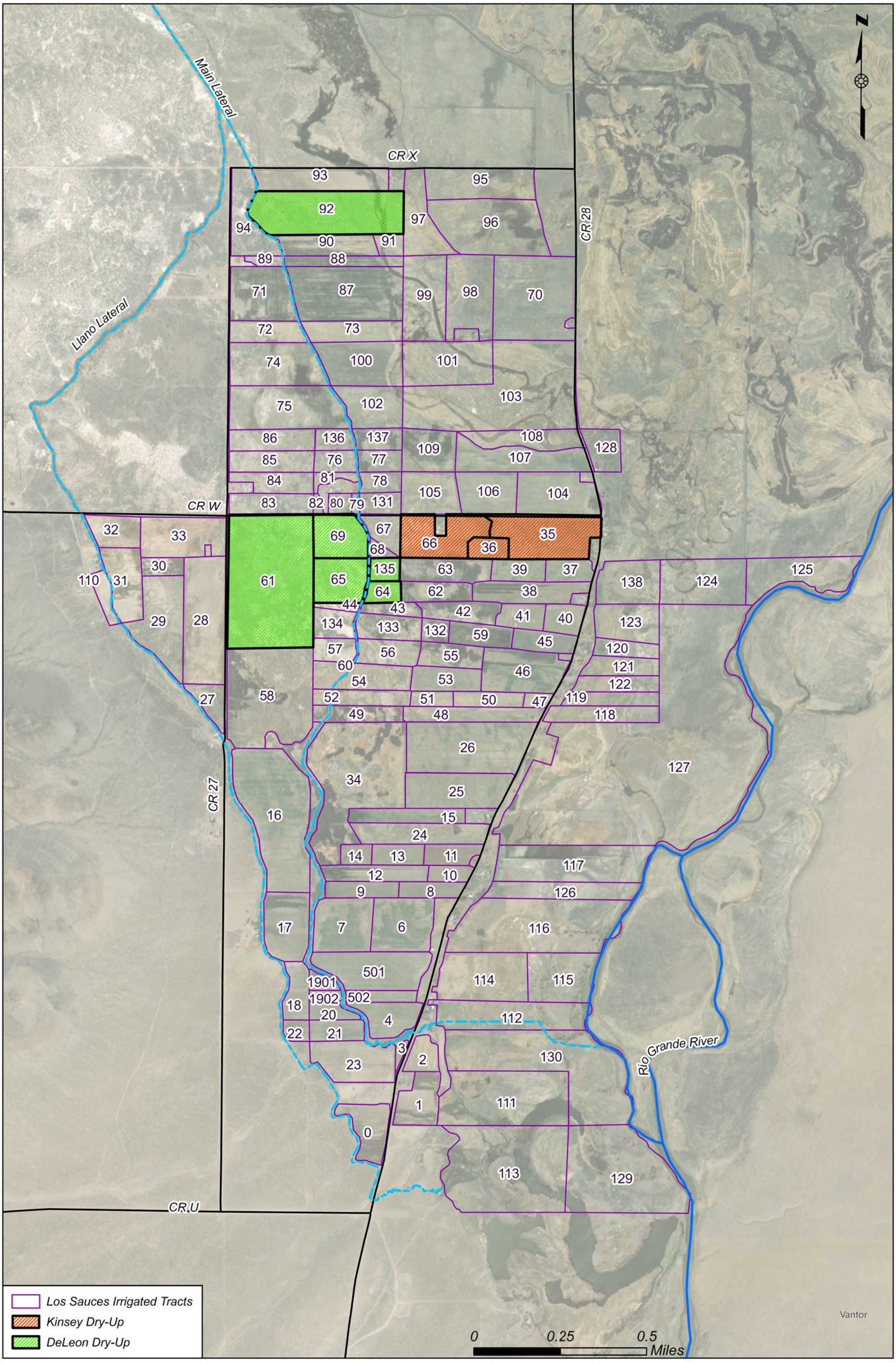
By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ _____
Monty Smith Date
President
Trinchera Water Conservancy District

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Jeff Martinez, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 22.87 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] dollars ($[redacted] per acre-foot of water. The Parties expect the 2 shares generate approximately 50.29 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 22.87 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Jeff Martinez
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ 2/20/26
Jeff Martinez Date

Subdistrict No. 3

By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

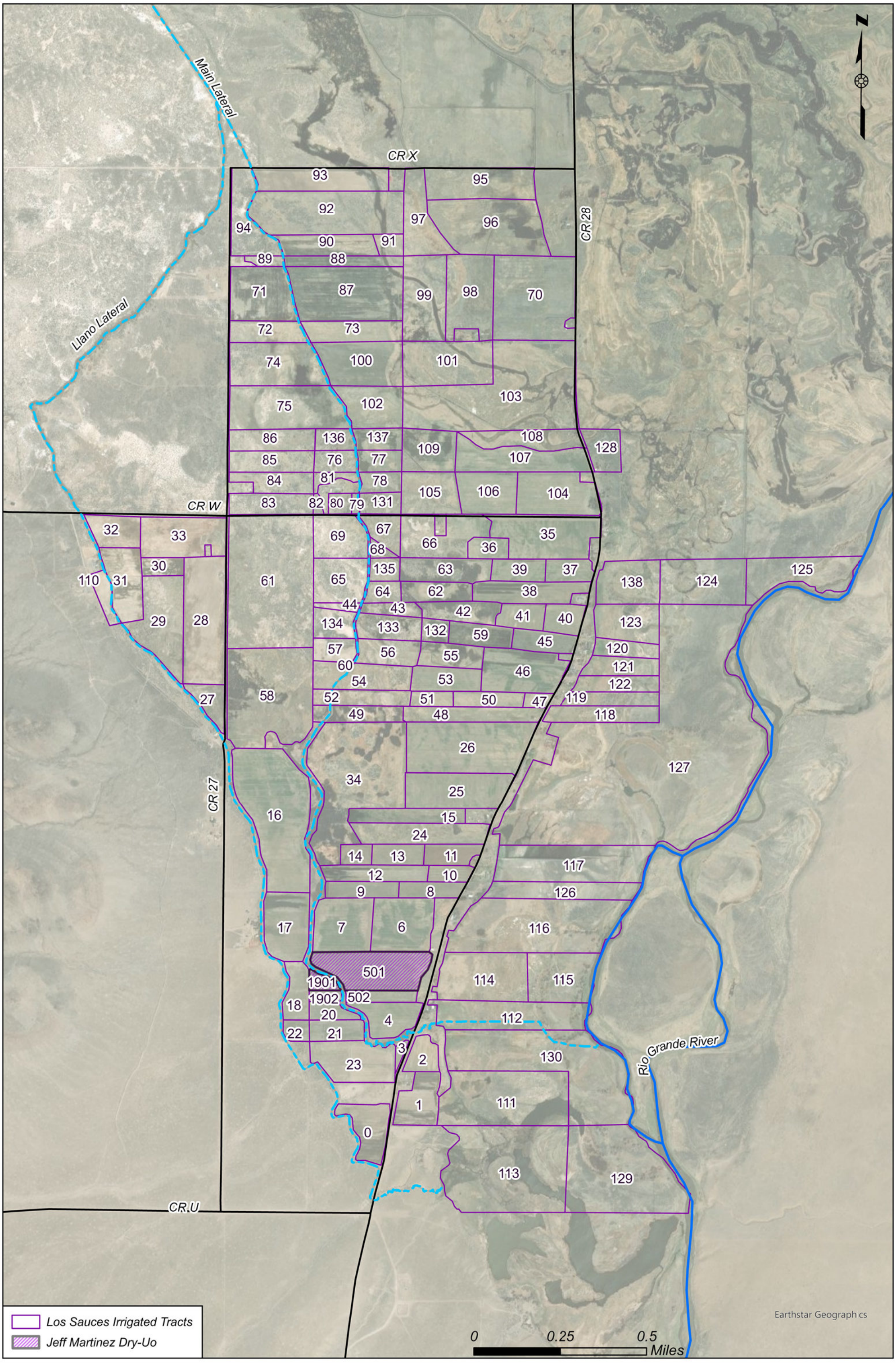
By: _____ 2/20/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ _____
Monty Smith Date
President
Trinchera Water Conservancy District

EXHIBIT A

Los Sauces Ownership Information



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Tressesa Martinez, an individual, as the sole owner of certain decreed water rights within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 2.15 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 115.29 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

1.2. Term of Agreement. This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement

and usable by the Subdistricts under any of their 2026/2027 Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] dollars ($[redacted]) per acre-foot of water. The Parties expect the 2.15 shares generate approximately 119.51 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.3 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Payment: Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, the Subdistricts must pay to Owner the total amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its 2026/2027 Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that they are the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that they are 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 115.29 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Tressesa Martinez
[redacted]

To Subdistrict 3:
Amber Pacheco
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Subdistrict 6:
Amber Pacheco
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Alamosa, CO 81101
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water

Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner

except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: _____ Jan 16 - 2026
Tressesa Martinez Date

Subdistrict No. 3

By: _____ 1/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Subdistrict No. 6

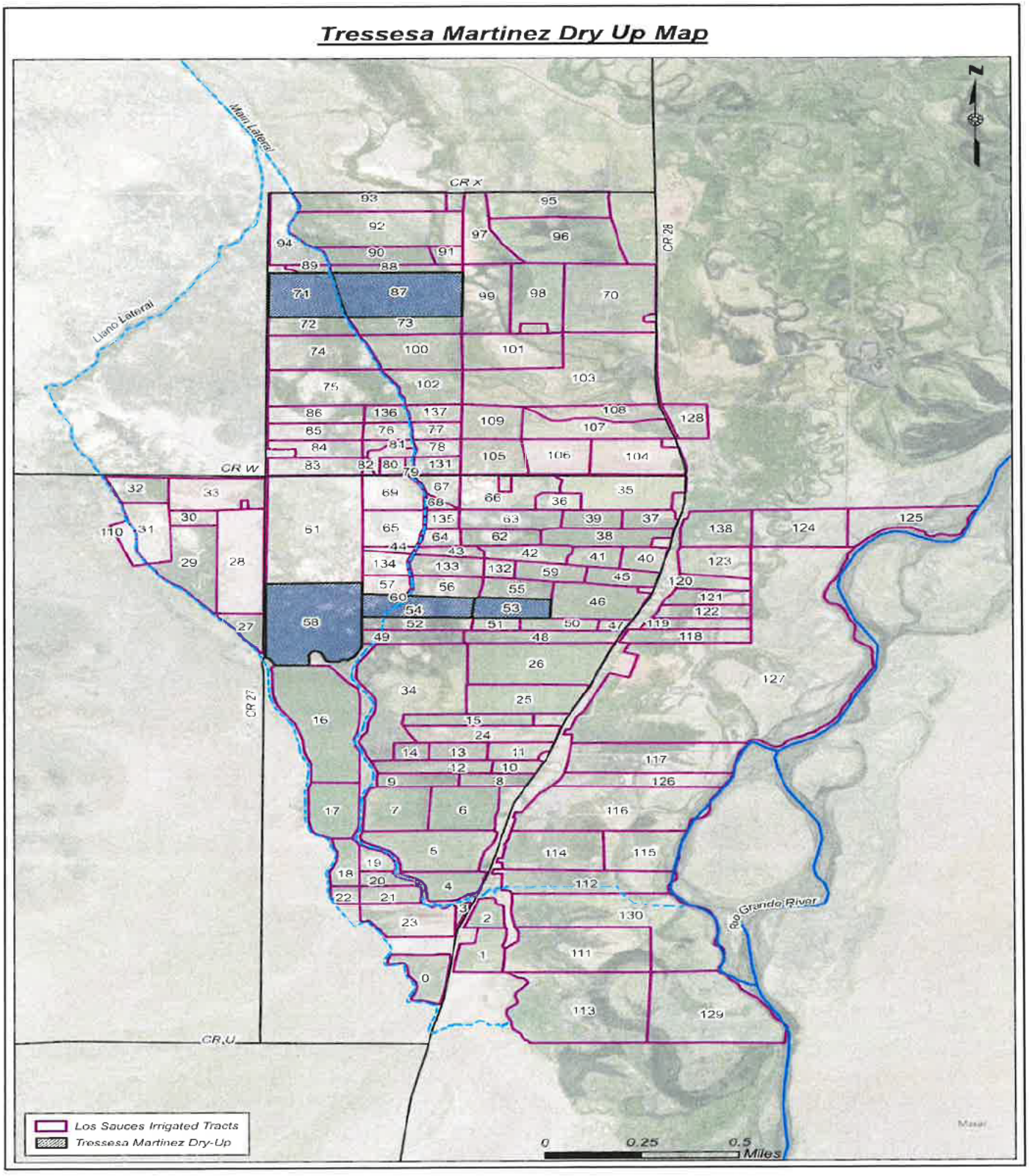
By: _____ 1/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Trinchera Subdistrict

By: _____ _____
Monty Smith Date
President
Trinchera Water Conservancy District

Exhibit A

Parcels to be Dried Up



LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between Thomas Martinez, an individual, as the sole owner of certain decreed water rights and/or shares in a mutual ditch within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 12.01 shares of the Los Sauces Ditch used on Owner's lands west of County Road 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

B. The Subdistricts wishes to lease the Los Sauces Shares and/or the consumptive use credits from the Los Sauces Shares from Owner for use under each of the Subdistrict's respective Annual Replacement Plan.

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 242.25 acres of previously irrigated land, as shown in Exhibit A.

D. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from the Subdistricts, Owner agrees to provide the Subdistricts with the right to use the water and/or consumptive use credits represented by the Los Sauces Shares to help satisfy the requirements of each individual Subdistrict's Annual Replacement Plan.

AGREEMENT

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

1. Lease Agreement.

   1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistricts agree to lease the Los Sauces Shares and the water generated under said shares ("Share Water").

   1.2. Term of Agreement. This Lease Agreement is for a two-year term commencing on April 1, 2025 and ending March 31, 2027. This Lease Agreement is for a single term only and is not renewable without a new written lease. If any of the Subdistricts chooses to place the leased water into storage, the Share Water need not be used by the Subdistricts prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of the Subdistricts after expiration of this Lease Agreement.

1.3. Lease Price. The lease price for the Share Water generated under this Agreement and usable by the Subdistricts under any of their Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of historical consumptive use available for use by the Subdistricts. The Parties expect the 12.01 shares generate approximately 430 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the Subdistricts.

1.3.1 It is the Subdistricts responsibility to determine when Share Water is available for their use and track and account for such use.

1.3.2 By the 15th day of each month during the irrigation season for Water District 22, the Subdistricts will provide to Owner an accounting of all water used by the Subdistricts under this lease, together with a payment for such water used. Said payment will be determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts, less any reduction from paragraph 1.3.5.1, below.

1.3.3 Within 30 days of the Water Division 3 Division Engineer's end of irrigation season on the Conejos River, the Subdistricts must provide to Owner a final written accounting, including time and location, of all Share Water to Owner. Owner will have 28 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting. If Owner does not provide Notice within 28 days of receipt of such written accounting, Owner will be bound by said accounting.

1.3.4 If there is a dispute between the Parties regarding the accounting required in paragraph 1.3.2 or 1.3.3, the Parties will attempt in good faith to resolve the dispute within 28 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.5 Payment

1.3.5.1 Within 21 days of the full execution of this Agreement, the Subdistricts will make a one-time payment in the amount of [redacted] as an advance against future monies owed under this paragraph 1.3. Any future payment required under this Agreement will be reduced by said [redacted] by reducing the first three payments by [redacted] each.

1.3.5.2 Within 63 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2 or 1.3.3, the Subdistricts must pay to Owner any additional amount due to Owner under this agreement, as determined by multiplying the total acre-feet of Share Water provided to and made available to the Subdistricts.

1.4 Use of ARP Water.

1.4.1 Preservation of Owners Water Rights: The Subdistricts will use the Share Water to satisfy a portion of their annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in its Annual Replacement Plan, or subsequent years pursuant to this paragraph 1.4. The Subdistricts may apply for and obtain an administrative change of the Share Water leased herein through the filing of a Substitute Water Supply Plan. The Subdistricts will not otherwise take any action that causes or could potentially cause a reopening of the Los Sauces Ditch's prior Decrees. The Subdistricts' use of the Share Water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the Owner to the Subdistricts other than the Share Water leased herein. Furthermore, the Parties understand and agree that by permitting the Subdistricts to use the Share Water leased herein, Owner does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of Owner's water rights under any Decree.

1.4.2 Future Years Use of Share Water. To the extent the Share Water is not consumed or otherwise used by the Subdistricts during the Term of the Agreement, the Subdistricts will retain all rights to such Share Water after the expiration of this Agreement.

1.4.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, the Subdistricts will bear all seepage, evaporation, and transit losses on the Share Water leased herein and will be responsible for all storage charges assessed to the Share Water after the use of the Share Water is transferred to the Subdistricts.

1.4.4 Termination of Delivery. The Subdistricts may provide Notice to Owner that it will cease accepting any additional Share Water under this Agreement. Such Notice will be effective 48 hours after receipt by Owner. Once provided, such Notice cannot be revoked and will end all future obligations of the Parties under this Agreement but will not reduce the Lease Price owed by the Subdistricts to Owner.

1.5 Approvals. The Subdistricts are responsible for obtaining any approvals necessary for the Subdistricts' proposed use and delivery of the Share Water.

2. Owner's Obligations and Representations.

2.1 Owner represents that he is the sole owner of the shares subject to this Agreement and that he has full power and authority to enter into this Agreement. Owner further represents that he 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 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 242.25 acres of previously irrigated land, as shown in Exhibit A.

3. The Subdistricts' Representations. This Agreement has been duly authorized and executed by each of the Subdistricts, is the legal, valid, and binding obligation of the Subdistricts, and is enforceable against the Subdistricts according to its terms. Owner recognizes that consent to this contract is required from the Rio Grande Water Conservation District Board of Directors. If such consent is not given, the Subdistricts will immediately inform Owner. No other consent is required for the execution, delivery, or performance of this contract by the Subdistricts. To the best of the Subdistricts' knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent them from leasing the Share Water.

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

To Owner: Thomas Martinez
[redacted]

To Subdistrict 3:
Cleave Simpson
Subdistrict No. 3
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Subdistrict 6:
Cleave Simpson
Subdistrict No. 6
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera Subdistrict:
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
Alamosa, CO 81101
Fax:
Email: trincherawaterconservancy@gmail.com

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's sole and exclusive remedy will be to receive all payments due made by the Subdistricts for Share Water prior to the date of the default, and to retain the use of the remaining water not paid for by the Subdistricts.

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 Owner or the Subdistricts to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Owner and the Subdistricts 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. 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.

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 Owner and the Subdistricts. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term

of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

6.6. Binding Effect and Assignability.

6.6.1 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

6.6.2 Notwithstanding the restrictions in this Paragraph 5.6, any of the Subdistricts may transfer the right to use the Share Water among each other or to another special improvement district of the Rio Grande Water Conservation District without Owner's consent and under such terms as the Subdistricts, or any of them, so require.

6.7. Litigation. If Owner and/or the Subdistricts 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. Neither Owner nor the Subdistricts agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.9. Governmental Immunity. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

6.10. 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.

6.11. Recording. Any Party may record this Agreement or a Memorandum of this Agreement at its own expense.

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

6.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.14. 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.

6.15. Owner's Acknowledgment. Owner certifies that he 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 Owner by the Subdistricts, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Owner except for written amendments or waivers executed by the Parties.

6.16. 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.

signatures follow on separate page

Owner

By: Thomas Martinez
Thomas Martinez

3/28/24
Date

Subdistrict No. 3

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

3/29/24
Date

Subdistrict No. 6

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

3/29/24
Date

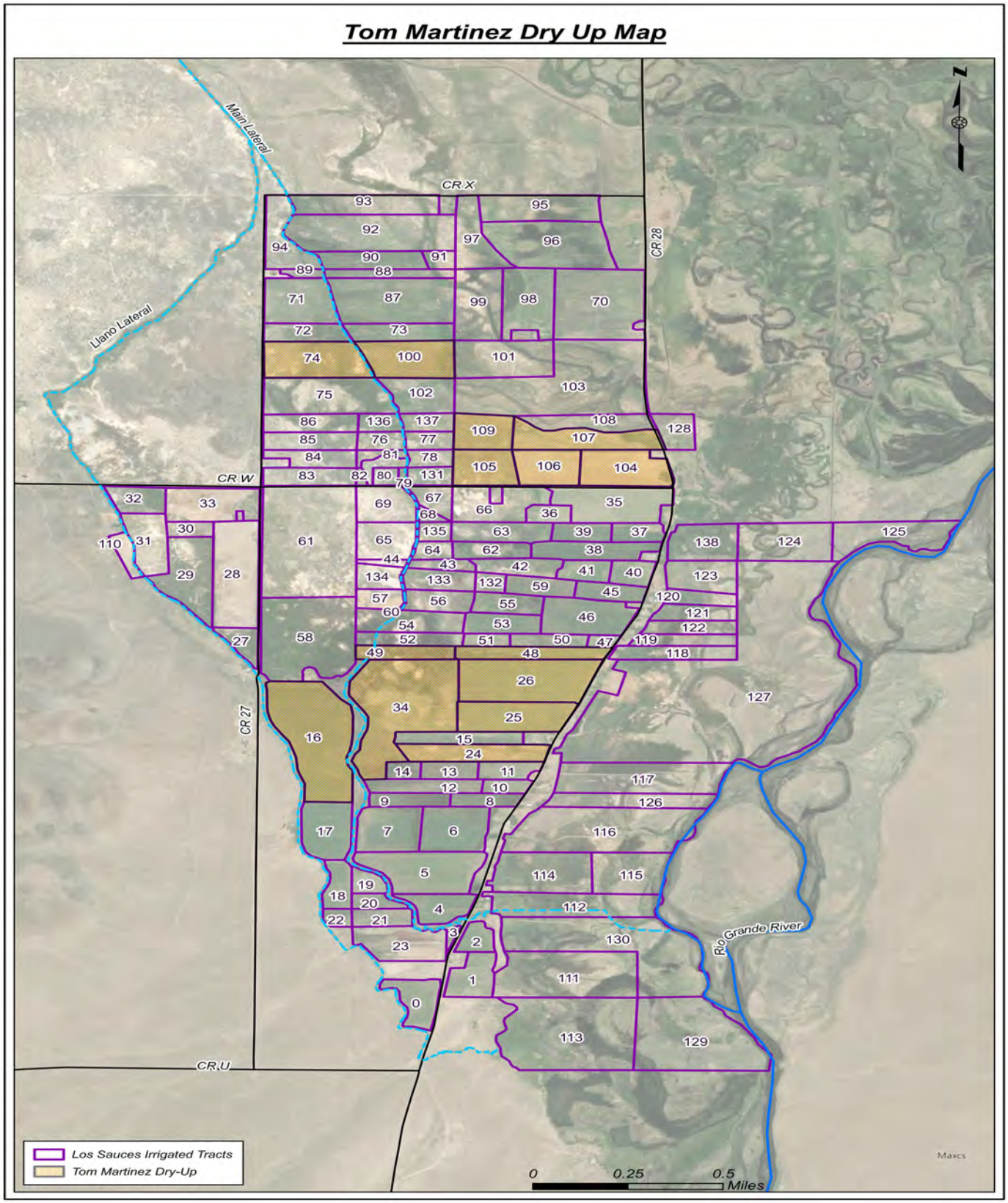
Trinchera Subdistrict

By: Monty Smith
Monty Smith
President
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District,
Water Activity Enterprise

3/29/2024
Date

Exhibit A

Area to be Dried Up



LEASE AGREEMENT ADDENDUM

This Lease Agreement Addendum ("Addendum") will replace the following information detailed in the Agreement entered into between Thomas Martinez, an individual, as the sole owner of certain decreed water rights and/or shares in a mutual ditch within Water Division No. 3 ("Owner") and Special Improvement District No. 3 of the Rio Grande Water Conservation District, Special Improvement District No. 6 of the Rio Grande Water Conservation District, and the Trinchera Ground Water Management Subdistrict (collectively "Subdistricts (collectively "Parties" and sometimes singularly "Party").

WHEREAS, the Parties have previously entered into a Lease Agreement, dated March 29, 2024 ("original Lease Agreement"); and

WHEREAS, at the time of the execution of the Lease agreement, the Parties believed in good faith that the quantity of shares Owner held in the Los Sauces Ditch and the quantity of historical consumptive use derived from those shares was correct; and

WHEREAS, more recent investigations by the Parties have determined that certain errors were made in the original Lease Agreement; and

WHEREAS, the parties desire to correct those previous errors and set forth the amended paragraphs to replace those incorrect in the original Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the following paragraphs are removed from the original Lease Agreement and replaced with the following corrected paragraphs:

INTRODUCTORY RECITALS

A. The Owner holds title to certain water rights, including 12.44 shares of the Los Sauces Ditch used on Owner's lands west of Highway 28 in Conejos County, Colorado decreed in the general adjudication dated October 22, 1883, WDID No. 2200587, Priority No. 32 – 88.43 CFS ("Los Sauces Shares").

C. Owner and the Subdistricts acknowledge that such use will require administrative approval through a Substitute Water Supply Plan, and agree that the Subdistricts will pursue such Substitute Water Supply Plan at their own expense and Owner agrees to cooperate in the prosecution and operation of such a Substitute Water Supply Plan, including ceasing irrigation and drying up approximately 284.15 acres of previously irrigated land, as shown in Exhibit A.

AGREEMENT

1.3 Lease Price. The lease price for the Share Water generated under this Agreement and usable by the Subdistricts under any of their Annual Replacement Plan or subsequent years Annual Replacement Plan is [redacted] per acre-foot of water. The Parties expect the 12.44 shares to generate approximately 544.99 acre-feet per year of historical use credit, however none of the Parties guarantee that amount of credit will be generated or available to the

Subdistricts.

2.2 During the Term of this Agreement, Owner will cease all irrigation and dry-up the approximately 284.15 acres of previously irrigated land, as shown in Exhibit A.

Any paragraph in the original Lease Agreement not specifically modified and replaced as set forth herein remains in full force and effect as set forth in the original Lease Agreement

signatures follow on separate page

Owner

By: Thomas Martin 12/19/24

Name Date

Subdistrict No. 3

By: Angelo Bellah 12/19/24

Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Date

Subdistrict No. 6

By: Angelo Bellah 12/19/24

Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Date

Trinchera Subdistrict

By: 12/20/24

Monty Smith
President
Trinchera Water Conservancy District

Date

SAN LUIS VALLEY WATER CONSERVANCY DISTRICT

623 FOURTH STREET
ALAMOSA, CO 81101

Invoice

Date	Invoice #
6/20/2018	2018-SUB#3

Phone #	719-589-2230

Bill To

RIO GRANDE WATER CONSERVATION
CLEAVE SIMPSON
SUBDISTRICT #3
8900 INDEPENDENCE WAY
ALAMOSA, CO 81101

Description	Amount
760 ACRE FEET OF WATER LOCATED IN BEAVER RESERVOIR	
760 AF @ [redacted]	
AMOUNT DUE JULY 15, 2018	[redacted]
AMOUNT DUE FEBRUARY 1, 2019	[redacted]

THANK YOU

Total [redacted]

SD#3 Water Acquired

SLV WATER CONSERVANCY DISTRICT

623 FOURTH STREET
ALAMOSA, CO 81101

Phone # 719-589-2230

	Invoice #
9/6/2017	2017-SUB #3

Bill To

RIO GRANDE WATER CONSERVATION
SUBDISTRICT #3
8805 INDEPENDENCE WAY
ALAMOSA, CO 81101

Description	Amount
755 AF OF WATER [redacted]	[redacted]
WATER STORAGE - 130 AF [redacted]	[redacted]
PLEASE INCLUDE CERTIFICATE NUMBER ON CHECK	**Total** [redacted]

LEASE AGREEMENT

FOR USE OF EXCESS CREDITS UNDER 2002CW38A

This Lease Agreement for Use of Excess Credits derived from the portion of the Lovato Ditch change of water rights as decreed in Case No. 2002CW38A, District Court, Water Division No. 3 ("Excess Credits") is entered into this 30 day of March , 2019 ("Effective Date"), by and between the United States Department of Interior, Bureau of Land Management ("AGENCY") and the Water Activity Enterprise of Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 3") (collectively, the "Parties").

RECITALS

A. This AGENCY is the Bureau of Land Management, an agency within the United States Department of the Interior. The AGENCY owns and operates groundwater rights that are used to carry out land and water management functions that are required under federal law, including management of habitat for wildlife species and operation of visitor facilities. The AGENCY water rights that are used to fulfill these management purposes were created and decreed pursuant to provisions of Colorado water law. As such, the AGENCY ground water rights are subject to administrative requirements of Colorado water law. Specifically, the AGENCY water rights are subject to The *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* ("Groundwater Rules"). These rules require replacement of injurious stream depletions created by the operation of groundwater rights owned by the AGENCY. The purpose of this Lease Agreement is to provide all or a portion of the replacement water required under the Rules.

B. Subdistrict No. 3 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 Conejos County in Case No. 16CV30021, for among other purposes, carrying out water planning and water management functions within the San Luis Valley. Subdistrict No. 3 has the authority to contract with federal land management agencies to provide replacement water to meet the requirements of the Rules. The Subdistrict provides replacement water as part of an Annual Replacement Plan that is approved by the Colorado State Engineer.

C. Subdistrict No. 3 seeks up to 900 acre-feet of water in order to help satisfy the requirements of its 2019-2020 Annual Replacement Plan ("ARP") for the Plan of Water Management for Subdistrict No. 3 as approved by the Colorado State Engineer.

D. AGENCY owns the water rights decreed to the United States of America, Department of Interior, Bureau of Land Management in Case No. 2002CW38A, Concerning the Application by the United States of America for Water Rights in Alamosa, Rio Grande, Conejos, Mineral and Hinsdale Counties, Colorado.

E. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 3, AGENCY agrees to provide Subdistrict No. 3 with the right to use up to 900 acre-feet of Excess Credits, subject to all terms and conditions in the 2002CW38A Decree, to help satisfy the requirements of Subdistrict No. 3's ARP.

DEFINITIONS

A. "Excess Credits" means the number of acre feet generated annually by BLM's Lovato Ditch water right that the AGENCY chooses to not divert and use on AGENCY-managed lands for the beneficial uses authorized in the decree in case number 2002CW38A. The availability of "Excess Credits" means that the AGENCY has elected to use the Lovato Ditch water right for alternative purposes authorized under an annual substitute water supply plan approved by the Colorado Division of Water Resources.

B. "Remedy Costs" means the total cost to Subdistrict No. 3 for providing augmentation water to offset injurious depletions associated with the operation of AGENCY water rights specified in Appendix B to this lease, including costs associated with meeting the Subdistrict No. 3 sustainability requirements under its Annual Plan of Water Management.

C. "Remedy Credits" means the value assigned by Subdistrict No. 3 to the Excess Credits generated by the AGENCY'S Lovato Ditch water right. "Remedy Credits" are calculated by multiplying the yield of the Lovato Ditch water right Excess Credits by the prevailing rate for leasing surface water rights within Subdistrict 3.

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, AGENCY grants Subdistrict No. 3 the right to use up to 900 acre-feet of Excess Credits. In exchange, Subdistrict No. 3 will include wells W-3245 Well No. 3 (WDID 2206387), W-3245 Well No. 4 (WDID 2206388), and W-3245 Well No. 6 (WDID 2206390) according to the terms of a Participation Contract including those wells. If additional wells are added to that Participation Contract, according to its terms, such additional wells will be included in this subparagraph by implication. Subdistrict No. 3 will also take such actions as may be necessary to assure compliance with the sustainability requirements of the Subdistrict's Plan of Water Management and ARP. 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.

    A. Every acre-foot generated under this Agreement and provided for use by Subdistrict No. 3 will result in the generation of the equivalent of [redacted] in Remedy Credits for the AGENCY.

B. At the time, through a separate written agreement, AGENCY's well or wells are included in a Subdistrict No. 3 ARP, Subdistrict No. 3 will calculate the Fees incurred by groundwater withdrawals by such well or wells in the same manner as all other Subdistrict Wells included in that same ARP, as stated in Subdistrict No. 3's Plan for Water Management and associated Rules and Regulations.

C. Except as provided in Paragraph 1.E, below, Subdistrict No. 3 will consider the Fees incurred by AGENCY as determined in paragraph 1.B, above, as Remedy Costs to the AGENCY and will not demand monetary payment for such Fees from AGENCY.

D. At the same time Subdistrict No. 3 calculates Fees for other Subdistrict Wells, Subdistrict No. 3 will deduct Remedy Costs from Remedy Credits. AGENCY agrees if operation of its Well or Wells exceed Remedy Credits in any ARP Year for which the AGENCY has a valid and operating participation contract, AGENCY will be liable for payment of fees above the amount of Excess Credits to Subdistrict No. 3.

E. AGENCY may carry over any Remedy Credits from year to year, including after the Term of this Agreement has expired, and Subdistrict No. 3 will continue to deduct Remedy Costs from Remedy Credits at AGENCY's direction, until all such credits are extinguished AGENCY may, in its sole discretion and with the Rio Grande Water Conservation District Water Activity Enterprise, which consent will not unreasonably be denied, transfer unused Remedy Credits for use to offset groundwater withdrawals from wells located in other Response Areas. Such credit will based on the acre-feet of Remedy Credit and applied through other Subdistrict(s) ARP(s). When such Remedy Credits are extinguished, AGENCY's well or wells will no longer be part of Subdistrict No. 3's ARP and AGENCY must comply with the Groundwater Rules in some manner outside of this Agreement.

F. AGENCY may transfer Remedy Credits to any other governmental agency, entity or person in its sole discretion. However, AGENCY must provide written notice of such transfer of Remedy Credits at least 90 days prior to the start of an ARP year. Upon proper notice, Subdistrict No. 3 will treat the transferred Remedy Credits in the same manner as AGENCY's Remedy Credits herein.

2. **Term of Lease Agreement:** This Lease Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2020. This Lease Agreement is for a single term only and is not renewable. If the Subdistrict chooses to place the leased water into storage, the up to 900 acre-feet need not be used by Subdistrict No. 3 prior to the expiration of the term of this Lease Agreement and any such unused water will remain under the control of Subdistrict No. 3 after expiration of this Lease Agreement.

3. **Agreement to Lease up to 900 Acre-feet of Excess Credits:** Subject to the terms and conditions in this Lease Agreement, AGENCY agrees to provide 900 acre-feet of Excess Credits for

Subdistrict No. 3's use. Further details regarding this provision are outlined in the following subsections.

a. **Delivery of Excess Credit Water:** The up to 900 acre-feet of Excess Credits will be the first 900 acre-feet generated under the terms and conditions of the 2002CW38A Decree. After this 900 acre-feet is under the control of Subdistrict No. 3 pursuant to this contract, AGENCY retains the right to use or dispose of any additional Excess Credits generated.

b. **Use of Leased Excess Credits:**

i. **Preservation of AGENCY's 2002CW38A Water Rights:** Subdistrict No. 3 will use the leased water to satisfy a portion of its annual obligation to remedy injurious depletions caused by groundwater withdrawals of wells included in the 2019-2020 ARP, or subsequent years pursuant to paragraph 1, above. Because AGENCY's Excess Credits are decreed for irrigation, augmentation, recreation, fisheries, wildlife, and wildlife habitat uses, including the replacement of evaporative losses associated with these uses, Subdistrict No. 3 may apply for and obtain an administrative change of the up to 900 acre-feet of Excess Credits leased herein through the filing of a Substitute Water Supply Plan. Subdistrict No. 3 will not otherwise take any action that causes or could potentially cause a reopening of the 2002CW38A Decree, including, but not limited to applying for a judicial change of the up to 900 acre-feet of Excess Credits leased herein. The 2002CW38A decree is that decree entered on November 24, 2014 in Case No. 2002CW38A in the District Court, Water Division No. 3 and attached hereto as **Exhibit A**. Subdistrict No. 3's use of AGENCY's Excess Credits is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Water Rights decreed in Case No. 2002CW38A to Subdistrict No. 3 other than the up to 900 acre-feet leased herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 3 to use the 900 acre-feet of Excess Credits leased herein, AGENCY does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of the Water Rights decreed in Case No. 2002CW38A.

ii. **Assessment of Evaporation, Seepage, and Transit Losses:** Beginning on the Effective Date, Subdistrict No. 3 will bear all seepage, evaporation, and transit losses on the up to 900 acre-feet of Excess Credits leased herein and will be responsible for all storage charges assessed to the up to 900 acre-feet of Excess Credits after the Effective Date.

4. **Modification and Termination:**

A. This Lease may be modified only by a written instrument executed by both parties.

B. Either party may terminate this Agreement by providing the other party with thirty (30) days advance written notice.

a. In the event AGENCY terminates the performance of this Lease Agreement, Subdistrict No. 3's sole and exclusive remedy will be specific performance until April 30, 2020. In the event Subdistrict No. 3 terminates the agreement, AGENCY's sole and exclusive remedy will be the use of the Excess Credits not yet put to beneficial use by Subdistrict No. 3 under the terms of this Lease.

5. **Subdistrict No. 3's Representations:** This Lease Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid and binding obligation of Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. No other consent is required for the execution, delivery, or performance of this Lease Agreement by Subdistrict No. 3.

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. **AGENCY Representatives and Contact Addresses:** Felicia Salazar, Contracting Officer, is authorized to sign the lease agreement and participation contract. Ms. Salazar can be reached by physical mail at: Bureau of Land Management, 2850 Youngfield St., Lakewood, CO 80215; by telephone at 303-239-3636; and by email at fsalazar@blm.gov. Roy Smith, Water Rights Specialist, is authorized to manage the day-to-day administration of the lease and participation contract. Mr. Smith can be reached by physical mail at: Bureau of Land Management, 2850 Youngfield St., Lakewood, CO 80215; by telephone at 303-239-3940; and by email at r20smith@blm.gov.

b. **Subdistrict No. 3 Representative and Contact Addresses:** District Manager (Cleave Simpson) is the representative for Subdistrict No. 3 for purposes of this Lease Agreement. Mr. Simpson can be reached by physical mail at: Subdistrict No. 3, 8805 Independence Way, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: cleave@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 AGENCY nor Subdistrict No. 3 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. 3 will adhere to all applicable Federal and State laws, rules, and regulations then in effect. In addition:

   i. The signatories to this Lease Agreement affirm that they are familiar with C.R.S. § 18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, *et seq.* (Abuse of Public Office), and that no violation of such provisions has occurred in connection with the negotiation and signing of this Lease Agreement; and

   ii. The signatories to this Lease Agreement affirm that to the best of their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

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 and under applicable Federal Law. 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 water matters under this lease agreement will be in either the District Court for Alamosa County, Colorado or Water Court in and for Water Division No. 3, as appropriate. Otherwise, for contract disputes, Federal Law applies. Venue for contract matters will be determined by the Contract Disputes Act of 1978, 41 U.S.C. §§7107-7109.

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. Liability for claims for injuries to persons or property arising from the negligence of the Federal Government, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq.*

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 7 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 AGENCY's Excess Credits to Subdistrict No. 3, if any.

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.

AGENCY,

By: FELICIA SALAZAR Digitally signed by FELICIA SALAZAR Date: 2019.03.30 18:48:00 -06'00'

Felicia Salazar, Contracting Officer

Date: 3/30/2019

WATER ACTIVITY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICT NO. 3 OF THE RIO GRANDE WATER CONSERVATION DISTRICT

By:

Cleave Simpson, General Manager

Date: 4-2-19

STATEMENT

SAN LUIS VALLEY IRRIGATION
WELL OWNERS, INC.
PO BOX 147
LA JARA, CO 81140

719-588-5288

Date
1/15/2020

To:

Rio Grande Water Conservation District
8900 Independence Way
Alamosa, CO 81101

Transaction	Amount	Balance
Lease of Taos Valley No 3 for 2019 107.9 ac-ft @ [redacted]	[redacted]	[redacted]

TO: Subdistrict No. 3 Board of Managers

DATE: April 13, 2021

SUBJECT: Lease of RGWCD SLVWCD Water stored in Beaver Reservoir

Dear Board of Managers for Subdistrict No. 3,

The Rio Grande Water Conservation District (RGWCD) has leased a pool of water for the purpose of leasing it back to Subdistricts for use in their ARPs as a replacement source to remedy their injurious depletions. Subdistrict No. 3 has made a request to lease 80.95 acre-feet of water this RGWCD currently holds in storage in Beaver Reservoir. This water was leased from SLVWCD in 2020. The Subdistrict will reimburse the RGWCD an amount equal to the costs per acre-foot which the District has paid to lease and store this water.

Any amount of water from this lease between Subdistrict No. 3 and the RGWCD that remains in storage will remain under the control of Subdistrict No. 3 and may be used in future ARP Years. Any future need to lease some portion of the District's pool of stored water must be made at that time to allow the Board of Director's an opportunity to consider the request.

Amber Pacheco Acting Deputy General Mgr. 4/14/2021

Cleave Simpson
General Manager
Rio Grande Water Conservation District

Date

SAN LUIS VALLEY WATER
CONSERVANCY DISTRICT

623 FOURTH STREET
ALAMOSA, CO 81101

719-589-2230

	Invoice #
12/28/2020	2020-RGWCD

RIO GRANDE WATER CONSERVATION
CLEAVE SIMPSON
8900 INDEPENDENCE WAY
ALAMOSA, CO 81101

Description	Amount
442.87 AF OF WATER IN BEAVER RESERVOIR STORAGE [redacted]	[redacted]
130 AF OF WATER IN CONTINENTAL RESERVOIR STORAGE [redacted]	[redacted]
Beaver Water: 238.95 ac-ft Pine Case 1984CW116 and 1994CW162 88.19 ac-ft Bear Creek Case 2005CW13 and 2007CW162 42.65 ac-ft Bar Cattle Case 2003CW41 73.08 ac-ft Anaconda Case 2009CW34 442.87 ac-ft	
Continental Water: 22.89 ac-ft Bear Creek Case 2005CW13 and 2007CW163 17.18 ac-ft Bar Cattle Case 2003CW041 89.10 ac-ft Anaconda Case 14CW3011 0.83 ac-ft Pine Case 84CW116 130.0	
PLEASE INCLUDE CERTIFICATE NUMBER ON CHECK — **Total**	[redacted]

AP 12/28/2020

TO: Subdistrict No. 3 Board of Managers

DATE: April 13, 2020

SUBJECT: Purchase of RGWCD water produced through a lease of City of Creede augmentation water currently stored in Beaver Reservoir

Dear Board of Managers for Subdistrict No. 3,

The Rio Grande Water Conservation District (RGWCD) has been accumulating a pool of water over the past few years for the purpose of making it available to Subdistricts for use in their ARPs as a replacement source to remedy their injurious depletions. Subdistrict No. 3 has made a request to acquire up to 153.45 acre-feet of water the RGWCD currently holds in storage in Beaver Reservoir. This water was leased from City of Creede during the period November 1, 2019-April 30, 2020. The Subdistrict will reimburse the RGWCD an amount equal to the costs per acre-foot which the District has paid to lease and store this water. The Subdistrict will only be required to reimburse the RGWCD for the amount of water that is used during the 2020 ARP Plan Year to remedy injurious depletions on the Rio Grande caused by groundwater withdrawals from Subdistrict No. 3 ARP Wells.

If Subdistrict No. 3 does not require the total 153.45 acre-feet to cover their injurious depletions during the 2020 ARP Year, any amount that remains in storage will remain under the control of the Rio Grande Water Conservation District and may be made available for other Subdistricts in future ARP Years. This agreement is for the 2020 ARP only. Any future need to acquire some portion of the District's pool of stored water must be made at that time to allow the Board of Director's an opportunity to consider the request.

Cleave Simpson
General Manager
Rio Grande Water Conservation District

April 13, 2020
Date

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 10 day of February, 2022 (the "Effective Date") by and between Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District ("Trinchera"), together with Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both in District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 3 wishes to lease up to 2,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2022/2023 Annual Replacement Plan ("ARP").

F. Subdistrict No. 6 wishes to lease up to 3,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2023/2023 ARP.

G. Trinchera wishes to lease up to 3,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2022/2023 ARP.

H. Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until

such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

I. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 3 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,000 acre-feet of water, and Trinchera with the right to use up to 3,000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.3 Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.1.4. Water from the Taos Valley No. 3 will be exchanged into Platoro Reservoir if possible. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 57.5% to the SLVIWO; 15% to Subdistrict No. 3; and 27.5% to Subdistrict No. 6. If it is not possible to exchange the water, then water from the Taos Valley No. 3 water right will be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and availability for use in replacing depletions under an ARP by Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.4.

1.1.5 If Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARPs, upon written notice and agreement between the Subdistricts, the remaining two Subdistricts will

each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water.

1.2 Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, ~~2022~~ 2023 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2022 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.3. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2022/2023 or subsequent years ARP [redacted]) per acre-foot of water (the "Lease Price").

1.3.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts, 2) exchanged into storage for SLVIWO, the Subdistricts, or others or 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and then the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 water can be exchanged for storage in Rio Grande Reservoir, it is exchanged, and then; 3) the Taos Valley No. 3 water is shepherded to the Rio Grande River Compact gage at Los Sauces, credited on the DWR 10-day report, and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts herein).

1.3.2 Within a reasonable amount of time after the designated Water Division No. 3 Division Engineer's end of irrigation season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide notice that it disagrees with some or all of the accounting or accept such accounting.

1.3.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.4 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.1, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.2, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.3. Further details regarding this provision are outlined in the following subsections.

1.4.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,000 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.1.4. For each acre-foot generated from the Taos Valley No. 3 water right in the 2022 Irrigation season which is not exchanged into storage by the SLVIWO, 30.61% will be provided for use in ARP by Subdistrict No. 3 pursuant to paragraph 1.1.1 and 54.32% will be provided for use in ARP by Subdistrict 6 pursuant to paragraph 1.1.2 and 15.06% will be provided for use in ARP by Trinchera pursuant to paragraph 1.1.3.

1.4.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,000 acre-feet, to be provided to Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the combined 8,000 acre feet which is not delivered to either Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.4.6 of this Agreement.

1.4.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored by SLVIWO in the Platoro Reservoir to Trinchera.

1.4.4 The ARP Water will be accounted for as delivered to Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to any Subdistrict.

1.4.5 Use of ARP Water.

1.4.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2022/2023 ARP, or subsequent years pursuant to paragraph 1.4.1 to 1.4.4, above. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,000 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.4.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 3,Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.4.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.4.6 Termination of Delivery. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistricts. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.4.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum o[redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.5 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.6 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

3. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO

recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

4. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:
San Luis Valley Irrigation Well Owners, Inc.
C/O: Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: lyla@notes-numbers.com

To Subdistrict 3
and/or Subdistrict No. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:
Monty Smith
President
Ground Water Management Subdistrict of
the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719-379-3467
Email: trincherawaterconservancy@gmail.com

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 SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of a Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default or the minimum payment stated in paragraph 1.4.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by any other Subdistrict.

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 which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Parties 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 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.

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 shall 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 consent of each of the Parties. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

7.6. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

7.7. Litigation. If the SLVIWO and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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. Neither SLVIWO nor Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

7.9. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

7.10. 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.

7.11. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution or cessation of the Force Majeure event.

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

7.13. Binding Agreement. This Agreement binds and benefits the Parties and their respective successors and assigns.

7.14. 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.

7.15. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

7.16. 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.

SLVIWO

By: _____ 1-26-22
Date

San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 2/10/2022
Date
Amber Pacheco
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 2/10/2022
Date
Amber Pacheco
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 2/10/2022
Date
Monty Smith
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 10 day of February, 2022 (the "Effective Date") by and between Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District ("Trinchera"), together with Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both in District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 3 wishes to lease up to 2,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2022/2023 Annual Replacement Plan ("ARP").

F. Subdistrict No. 6 wishes to lease up to 3,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2023/2023 ARP.

G. Trinchera wishes to lease up to 3,000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2022/2023 ARP.

H. Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until

such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

I. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 3 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,000 acre-feet of water, and Trinchera with the right to use up to 3,000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.3 Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.1.4. Water from the Taos Valley No. 3 will be exchanged into Platoro Reservoir if possible. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 57.5% to the SLVIWO; 15% to Subdistrict No. 3; and 27.5% to Subdistrict No. 6. If it is not possible to exchange the water, then water from the Taos Valley No. 3 water right will be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and availability for use in replacing depletions under an ARP by Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.4.

1.1.5 If Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARPs, upon written notice and agreement between the Subdistricts, the remaining two Subdistricts will

each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water.

1.2 Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, ~~2022~~ 2023 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2022 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.3. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2022/2023 or subsequent years ARP [redacted] per acre-foot of water (the "Lease Price").

1.3.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts, 2) exchanged into storage for SLVIWO, the Subdistricts, or others or 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and then the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 water can be exchanged for storage in Rio Grande Reservoir, it is exchanged, and then; 3) the Taos Valley No. 3 water is shepherded to the Rio Grande River Compact gage at Los Sauces, credited on the DWR 10-day report, and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts herein).

1.3.2 Within a reasonable amount of time after the designated Water Division No. 3 Division Engineer's end of irrigation season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide notice that it disagrees with some or all of the accounting or accept such accounting.

1.3.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.4 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.1, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.2, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.3. Further details regarding this provision are outlined in the following subsections.

1.4.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,000 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.1.4. For each acre-foot generated from the Taos Valley No. 3 water right in the 2022 Irrigation season which is not exchanged into storage by the SLVIWO, 30.61% will be provided for use in ARP by Subdistrict No. 3 pursuant to paragraph 1.1.1 and 54.32% will be provided for use in ARP by Subdistrict 6 pursuant to paragraph 1.1.2 and 15.06% will be provided for use in ARP by Trinchera pursuant to paragraph 1.1.3.

1.4.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,000 acre-feet, to be provided to Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the combined 8,000 acre feet which is not delivered to either Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.4.6 of this Agreement.

1.4.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored by SLVIWO in the Platoro Reservoir to Trinchera.

1.4.4 The ARP Water will be accounted for as delivered to Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to any Subdistrict.

1.4.5 Use of ARP Water.

1.4.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2022/2023 ARP, or subsequent years pursuant to paragraph 1.4.1 to 1.4.4, above. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,000 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.4.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 3,Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.4.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.4.6 Termination of Delivery. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistricts. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.4.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum o[redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.5 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.6 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

3. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO

recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

4. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:
San Luis Valley Irrigation Well Owners, Inc.
C/O: Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: lyla@notes-numbers.com

To Subdistrict 3
and/or Subdistrict No. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:
Monty Smith
President
Ground Water Management Subdistrict of
the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719-379-3467
Email: trincherawaterconservancy@gmail.com

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 SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of a Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default or the minimum payment stated in paragraph 1.4.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by any other Subdistrict.

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 which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Parties 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 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.

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 shall 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 consent of each of the Parties. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

7.6. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

7.7. Litigation. If the SLVIWO and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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. Neither SLVIWO nor Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

7.9. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

7.10. 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.

7.11. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution or cessation of the Force Majeure event.

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

7.13. Binding Agreement. This Agreement binds and benefits the Parties and their respective successors and assigns.

7.14. 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.

7.15. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

7.16. 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.

SLVIWO

By: _____ 1-26-22
Date

San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 2/10/2022
Date
Amber Pacheco
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 2/10/2022
Date
Amber Pacheco
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 2/10/2022
Date
Monty Smith
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

MEMORANDUM OF UNDERSTANDING
TRANSFER OF RESERVOIR WATER

RE: Transfer of water stored in Platoro Reservoir from the San Luis Valley Irrigation Well Owners ("SLVIWO") to Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District ("Trinchera")

To Whom It May Concern:

DESCRIBE AGREEMENTS AND THE OPERATION

SLVIWO currently have 257.5 acre-ft of water stored in Platoro Reservoir. This water was stored under SWSP 6093 in the year 2023. SLVIWO are offering this water for use by Subdistrict 3, Subdistrict 6, and Trinchera Subdistrict for use in their current and future annual replacement plans. This water is to apportion with the following percentages Subdistrict 3 33.5% or 86.26 acre-ft, Subdistrict 6 50% or 128.75 acre-ft, and Trinchera 16.5% or 42.49 acre-ft.

As compensation for said transfer the Subdistricts agree to pay the SLVIW[redacted]. The total payment for the transfer to Subdistrict 3 is [redacted] Subdistrict 6 [redacted] and Trinchera [redacted]

The Subdistricts shall be responsible for storage costs associated with the year 2025 and forward.

Confirmed by:

San Luis Valley Irrigation Well Owners _____ Monty Smith

Conejos Water Conservancy District _____ Nathan Coombs

Subdistrict 3 _____ Angelo Bellah

Subdistrict 6 _____ Angelo Bellah

Trinchera Subdistrict _____ Monty Smith

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 10th day of Feb., 2023 (the "Effective Date") by and between Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 3 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2023/2024 Annual Replacement Plan ("ARP").

F. Subdistrict No. 6 wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2023/2024 ARP.

G. Trinchera wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2023/2024 ARP.

H. Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until

such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

I. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 3 with the right to use up to 2000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3000 acre-feet of water, and Trinchera with the right to use up to 3000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.3 Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.1.4. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 57.5% to the SLVIWO; 15% to Subdistrict 3; 27.5% to Subdistrict 6. If it is not possible to exchange the water, then water from the Taos Valley No. 3 water right will be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and available for use in replacing depletions under an ARP by Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.3.

1.1.5 If Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining two Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to

their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdstrict No. 3, Subdistrict No. 6, and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts.

1.2. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2024 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2023 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.3. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2023/2024 or subsequent years ARP i[redacted]per acre-foot of water (the "Lease Price").

1.3.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gage at Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.3.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting.

1.3.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.3.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.3.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.3.2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.4 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.1, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.2, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.3. Further details regarding this provision are outlined in the following subsections.

1.4.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,000 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.1.4. For each acre-foot generated from the Taos Valley No. 3 water right in the 2023 Irrigation season, 30.61% will be provided for use by Subdistrict No. 3 pursuant to paragraph 1.1.1 and 54.32% will be provided for use by Subdistrict 6 pursuant to paragraph 1.1.2 and 15.06% will be provided for use by Trinchera pursuant to paragraph 1.1.3.

1.4.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,000 acre-feet, to be provided to Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 8,000 acre-feet which is not delivered to either Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.4.6 of this Agreement.

1.4.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.4.4 The ARP Water will be accounted for as delivered to Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.4.5 Use of ARP Water.

1.4.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2023/2024 ARP, or subsequent years pursuant to paragraph 1.4.1 to 1.4.4, above. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,000 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.4.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.4.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.4.6 Termination of Delivery. Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.4.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted], such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.5 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.6 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

3. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO

recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

4. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:
San Luis Valley Irrigation Well Owners, Inc.
C/O: Teri Dunn
P.O. Box 147
La Jara, CO 81140
E-mail: terij_dunn@yahoo.com

To Subdistrict 3
and/or Subdistrict No. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:
Monty Smith
President
Ground Water Management Subdistrict of
the Trinchera Water Conservancy District
610 Main Street, Blanca, CO
81123
Phone: 719.379.3467

Email:
trincherawaterconservancy@g
mail.com

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 SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.4.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

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 which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Parties 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 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.

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 shall 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 consent of each of the Parties. 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. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

7.6. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

7.7. Litigation. If the SLVIWO and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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. Neither SLVIWO nor Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

7.9. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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,

sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

7.10. 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.

7.11. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

7.13. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

7.14. 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.

7.15. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

7.16. 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.

SLVIWO

By: _____ _____
Sam Vance Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 1/24/2023
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 1/24/2023
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 1/24/2023
Monty Smith Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

SLVIWO

By: Sam Vance
Sam Vance
San Luis Valley Irrigation Well Owners, Inc.

2/10/2023
Date

Special Improvement District No. 3
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

1/24/2023
Date

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

1/24/2023
Date

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____
Monty Smith
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

_____
Date

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 19th day of December, 2024 (the "Effective Date") by and between Special Improvement District No. 1 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 1"), Special Improvement District No. 2 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 2"), Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 2 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 2 for use under Subdistrict No. 2's 2024/2025 Annual Replacement Plans ("ARPs"). Subdistrict No. 2 wishes to lease up to the following amounts for the following uses: Rio Grande Reservoir Storage 500 acre-ft, replacement of daily depletions 500 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Rio Grande River 0 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Rio Grande River are to be used prior to the end of the compact year, December 31, 2025.

F. Subdistrict No. 3 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2024/2025 Annual

Replacement Plans ("ARPs"). Subdistrict No. 3 wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 1000 acre-ft, Rio Grande Reservoir Storage 0 acre-ft, replacement of daily depletions 0 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 0 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2025.

G. Subdistrict No. 6 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2024/2025 ARPs. Subdistrict No. 6 wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 300 acre-ft, Rio Grande Reservoir Storage 2,500 acre-ft, replacement of daily depletions 500 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 0 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2025.

H. Trinchera wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2024/2025 ARPs. Trinchera wishes to lease up to the following amounts for the following uses: Rio Grande Reservoir Storage 0 acre-ft, replacement of daily depletions 600 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 1,500 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2025.

I. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

J. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide No. 2 with the right to use up to 1,000 acre-feet, Subdistrict No. 3 with the right to use up to 1,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,300 acre-feet of water, and Trinchera with the right to use up to 2,100 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 2's, Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement Amount.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 2 agrees to lease up to 1,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD2 ARP Water")

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 1,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.3. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,300 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.4. Subject to the terms of this Agreement, Trinchera agrees to lease up to 2,100 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.2 Division of Leased Water.

1.2.1. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 50% to the SLVIWO; 20% to Subdistrict 3; 30% to Subdistrict 6, up to the limits requested by each subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Platoro Reservoir.

1.2.2. If it is not possible to exchange the full amount of water in priority into Platoro Reservoir, then water from the Taos Valley No. 3 water right will be delivered downstream for substitution or exchange into Rio Grande Reservoir and the water stored in Rio Grande Reservoir shall be split amongst the lessees as follows: 5% to Subdistrict No. 2; 95% to Subdistrict No. 6. up to the limits requested by each subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Rio Grande Reservoir.

1.2.3. In the event that the amount of water available to the Taos Valley No. 3 water right is not able to be exchanged or substituted to storage into the Platoro or Rio Grande reservoirs, the Taos Valley no. 3 shall be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and available for use in replacing daily depletions under an ARP by Subdistrict No. 2, , Subdistrict No. 6 or Trinchera based upon the daily depletions at the time of the delivery. Once the requested amount is delivered the remaining water available will be apportioned based on the depletions of the remaining parties. The terms of lease for the ARP water is described in paragraph 1.3.

1.2.4 If after exchanges into reservoir storage and the replacement of daily depletions water will be delivered to reach 3 of the Rio Grande River for replacement of future depletion on reach 3 or for replacement of winter depletions on all reaches of the Rio Grande and Conejos Rivers prior to December 31st 2025. Of this water delivered to reach 3 of the Rio Grande, the split amongst the lessees as follows: 100% to Trinchera Subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Rio Grande reach 3.

1.2.5 If Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts. On days a subdistrict chooses not to replace daily depletions using water under this agreement notification is to be given to the SLVIWO to provide for correct accounting and notification of the water commissioners. If a subdistrict contracts for reservoir storage and or replacement of future depletions on reach 3 and/or winter depletions on all reaches and chooses not to accept the full amount of reservoir storage and or prepayment of depletions, notification must be given to the SLVIWO prior to the exchange of water into storage or delivery of water to reach 3 of the Rio Grande. This is to adjust the call as necessary to amounts of water that will actually be put to beneficial use.

1.3. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending February 28, 2026 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2025 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.4. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2024/2025 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.4.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gage at Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.4.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accepts such accounting.

1.4.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.4.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.4.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.4.2, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as

determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.5 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 1,000acre-feet of water for Subdistrict No. 2's use pursuant to paragraph 1.1.2, up to 1,000acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.3, up to 3,300 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.4, and up to 2,100 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.5. These amounts are contingent on the availability of the Taos Valley No. 3 water right being available and SLVIWO complying with the terms and conditions of its decrees and any approved Substitute Water Supply Plan. Further details regarding this provision are outlined in the following subsections.

1.5.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 7,400 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.2.1.

1.5.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 7,400 acre-feet, to be provided to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 7,400 acre-feet which is not delivered to either Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.5.6 of this Agreement.

1.5.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.5.4 The ARP Water will be accounted for as delivered to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.5.5 Use of ARP Water.

1.5.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater

withdrawals of wells included in each Subdistrict's 2024/2025 ARPs, or subsequent years pursuant to paragraph 1.5.1 to 1.5.4, above. Subdistrict 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 7,400 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.5.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.5.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.5.6 Termination of Delivery. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.5.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted], such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.6 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.7 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Representations.

2.3. Subdistrict No. 2's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 2 is the legal, valid, and binding obligation of the Subdistrict No. 2, and is enforceable against Subdistrict No. 2 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 2 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 2. To the best of Subdistrict No. 2's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 2 that would prevent Subdistrict No. 2 from leasing up to the maximum amount of water allowed under this Agreement.

2.4. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

2.5. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding

against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

2.6. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:
San Luis Valley Irrigation Well Owners, Inc.
C/O: Monty Smith
Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: monty265@msn.com; lyla@notes-numbers.com

To Subdistrict 1, Subdistrict 2, Subdistrict 3 and/or Subdistrict No. 6:
Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:
Monty Smith
President
Ground Water Management Subdistrict of the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

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

4. Remedies. In the event of SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.5.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

5. Miscellaneous Provisions.

5.3. 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 Parties to one another with respect to this Agreement.

5.4. 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 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.

5.5. 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. 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.

5.6. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by consent of each of the Parties. 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.

5.7. Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

5.8. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

5.9. Litigation. If the SLVIWO and/or Subdistrict No. 1 and/or Subdistrict No. 2 and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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.

5.10. 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. Neither SLVIWO nor Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

5.11. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

5.12. 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.

5.13. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that

the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

5.15. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

5.16. 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.

5.17. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

5.18. 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.

SLVIWO

By: _____ 12/19/24
Monty Smith Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 2
Water Activity Enterprise
By: _____ 12/19/24
Angelo Bellah Date
Program Manager
Special Improvement District No. 2 of the
Rio Grande Water Conservation District,

Water Activity Enterprise
Special Improvement District No. 3
Water Activity Enterprise

By: _____ 12/19/24
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District No. 6
Water Activity Enterprise

By: _____ 12/19/24
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 12/19/24
Monty Smith Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 3rd day of April, 2024 (the "Effective Date") by and between Special Improvement District No. 1 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 1"), Special Improvement District No. 2 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 2"), Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 1 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 1 for use under Subdistrict No. 1's 2024/2025 Annual Replacement Plan ("ARP").

F. Subdistrict No. 2 wishes to lease up to 500 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 2 for use under Subdistrict No. 2's 2024/2025 Annual Replacement Plan ("ARP").

G. Subdistrict No. 3 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and

SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2024/2025 Annual Replacement Plan ("ARP").

H. Subdistrict No. 6 wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2024/2025 ARP.

I. Trinchera wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2024/2025 ARP.

J. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

K. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 1 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 2 with the right to use up to 500 acre-feet, Subdistrict No. 3 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,000 acre-feet of water, and Trinchera with the right to use up to 3,000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 1's, Subdistrict No. 2's, Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement Amount.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 1 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD1 ARP Water")

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 2 agrees to lease up to 500 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD2 ARP Water")

1.1.3. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.4. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.5. Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.2 Division of Leased Water.

1.2.1. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 58.4% to the SLVIWO; 16.3% to Subdistrict 3; 25.3% to Subdistrict 6.

1.2.2. If it is not possible to exchange the water into Platoro Reservoir, then water from the Taos Valley No. 3 water right will be delivered downstream for substitution or exchange into Rio Grande Reservoir and the water stored in Rio Grande Reservoir shall be split amongst the lessees as follows: 26% to Subdistrict No. 1; 2% to Subdistrict No. 2; 24% to Subdistrict No. 3; 36% to Subdistrict No. 6; and 12% to Trinchera.

1.2.3. In the event that the Taos Valley No. 3 water right is not able to be exchanged or substituted to storage into the Platoro or Rio Grande reservoirs, the Taos Valley no. 3 shall be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and available for use in replacing depletions under an ARP by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.3.

1.2.4 If Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts.

1.3. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2025 (the "Term"); however, this Lease

Agreement will only apply to water produced under the 2015CW3030 Case during the 2024 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.4. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2023/2024 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.4.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gage at Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.4.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting.

1.4.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.4.2, the Parties will attempt in good faith to resolve

the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.4.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.4.2, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.5 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 1's use pursuant to paragraph 1.1.1, up to 500 acre-feet of water for Subdistrict No. 2's use pursuant to paragraph 1.1.2, up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.3, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.4, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.5. These amounts are contingent on the availability of the Taos Valley No. 3 water right being available and SLVIWO complying with the terms and conditions of its decrees and any approved Substitute Water Supply Plan. Further details regarding this provision are outlined in the following subsections.

1.5.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,800 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.2.1. For each acre-foot generated from the Taos Valley No. 3 water right in the 2024 Irrigation Season, 26% will be provided for use by Subdistrict No. 1 pursuant to paragraph 1.1.1, 2% will be provided for use by Subdistrict No. 2 pursuant to paragraph 1.1.2, 24% will be provided for use by Subdistrict No. 3 pursuant to paragraph 1.1.3, 37% will be provided for use by Subdistrict 6 pursuant to paragraph 1.1.4 and 12% will be provided for use by Trinchera pursuant to paragraph 1.1.5.

1.5.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,800 acre-feet, to be provided to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 8,800 acre-feet which is not delivered to either Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.5.6 of this Agreement.

1.5.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.5.4 The ARP Water will be accounted for as delivered to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.5.5 Use of ARP Water.

1.5.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2024/2025 ARP, or subsequent years pursuant to paragraph 1.5.1 to 1.5.4, above. Subdistrict 1, Subdistrict 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,800 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.5.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.5.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.5.6 Termination of Delivery. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.5.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.6 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.7 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Representations.

2.3. Subdistrict No. 1's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 1, is the legal, valid, and binding obligation of the Subdistrict No. 1, and is enforceable against Subdistrict No. 1 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 1 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 1. To the best of Subdistrict No. 1's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 1 that would prevent Subdistrict No. 1 from leasing up to the maximum amount of water allowed under this Agreement.

2.4. Subdistrict No. 2's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 2 is the legal, valid, and binding obligation of the Subdistrict No. 2, and is enforceable against Subdistrict No. 2 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 2 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 2. To the best of Subdistrict No. 2's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 2 that would prevent Subdistrict No. 2 from leasing up to the maximum amount of water allowed under this Agreement.

2.5. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

2.6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

2.7. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:

San Luis Valley Irrigation Well Owners, Inc.
C/O: Monty Smith
Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: monty265@msn.com; lyla@notes-numbers.com

To Subdistrict 1, Subdistrict 2, Subdistrict 3 and/or Subdistrict No. 6:

Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:

Monty Smith
President
Ground Water Management Subdistrict of the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

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

4. Remedies. In the event of SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.5.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

5. Miscellaneous Provisions.

5.3. 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 Parties to one another with respect to this Agreement.

5.4. 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 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.

5.5. 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. 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.

5.6. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by consent of each of the Parties. 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.

5.7. Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

5.8. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

5.9. Litigation. If the SLVIWO and/or Subdistrict No. 1 and/or Subdistrict No. 2 and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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.

5.10. 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. Neither SLVIWO nor Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

5.11. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

5.12. 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.

5.13. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

5.15. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

5.16. 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.

5.17. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

5.18. 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.

SLVIWO

By: _____ 4/3/24
Monty Smith Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 2
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 2 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 4/3/24
Monty Smith Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 13 day of March, 2026 (the "Effective Date") by and between the Rio Grande Water Conservation District, acting for and on behalf of Special Improvement District No. 2 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 2"), Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 2, Subdistrict No. 3, and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 2 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 2 for use under Subdistrict No. 2's 2025/2026 ARPs. Subdistrict No. 2 wishes to lease up to the following amounts for the following uses: Rio Grande Reservoir Storage 0 acre-ft, Continental Reservoir Storage 500acre-ft, Beaver Park Reservoir Storage 0 acre-ft, replacement of daily depletions 500acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 0acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2026.

F. Subdistrict No. 3 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2025/2026 ARPs.

Subdistrict No. 3 wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 250acre-ft, Rio Grande Reservoir Storage 0acre-ft, Santa Maria Reservoir Storage 0acre-ft, Beaver Park Reservoir Storage 0acre-ft, replacement of daily depletions 0acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers0acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2026.

G. Subdistrict No. 6 wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2025/2026 ARPs. Subdistrict No. 6 wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 300 acre-ft, Rio Grande Reservoir Storage 0 acre-ft, Continental Reservoir Storage 2500acre-ft, Beaver Park Reservoir Storage 0 acre-ft, replacement of daily depletions 500acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 0 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2026.

H. Trinchera wishes to lease water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2025/2026 ARPs. Trinchera wishes to lease up to the following amounts for the following uses: Platoro Reservoir Storage 500 acre-ft, Rio Grande Reservoir Storage 36.18 acre-ft, Santa Maria Reservoir Storage 0 acre-ft, Beaver Park Reservoir Storage 0 acre-ft, replacement of daily depletions 250 acre-ft, replacement of future depletions on reach 3 of the Rio Grande and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers 1500 acre-ft. Replacement of future depletions on reach 3 and/or winter depletions on all reaches of the Conejos and Rio Grande Rivers are to be used prior to the end of the compact year, December 31, 2026.

I. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

J. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 2 with the right to use up to 1000acre-feet, Subdistrict No. 3 with the right to use up to 250 acre-feet of water, Subdistrict No. 6 with the right to use up to 3300 acre-feet of water, and Trinchera with the right to use up to 2686.18 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of, Subdistrict No. 2's, Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement Amount.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 2 agrees to lease up to 1000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD2 ARP Water")

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 250 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.3. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3300 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.4. Subject to the terms of this Agreement, Trinchera agrees to lease up to 2286.18 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.2 Division of Leased Water.

1.2.1. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 35% to Subdistrict 3; 50% to Subdistrict 6, and 15% to Trinchera Subdistrict up to the limits requested by each subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Platoro Reservoir.

1.2.2. If it is not possible to exchange the full amount of water in priority into Platoro Reservoir, then water from the Taos Valley No. 3 water right will be delivered downstream for substitution or exchange into Rio Grande Reservoir, Santa Maria Reservoir, or Beaver Park Reservoir and the water stored in these reservoirs shall be split amongst the lessees as follows: 3% to Subdistrict No. 2; 34% to Subdistrict No. 3, 49% to Subdistrict No. 6, and 14% to Trinchera, up to the limits requested by each subdistrict. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to these reservoirs.

1.2.3. In the event that the amount of water available to the Taos Valley No. 3 water right is not able to be exchanged or substituted to storage into the Platoro or the reservoirs listed in 1.2.2, the Taos Valley No. 3 shall be

delivered downstream to the Rio Grande River Compact gauge for credit on the DWR's 10-day report and available for use in replacing daily depletions under an ARP by Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera based upon the daily depletions at the time of the delivery. Once the requested amount is delivered the remaining water available will be apportioned based on the depletions of the remaining parties. The terms of lease for the ARP water is described in paragraph 1.3.

1.2.4 If after exchanges into reservoir storage and the replacement of daily depletions water will be delivered to reach 3 of the Rio Grande River for replacement of future depletion on reach 3 or for replacement of winter depletions on all reaches of the Rio Grande and Conejos Rivers prior to December 31st 2026. 3% to Subdistrict No. 2; 34% to Subdistrict No. 3, 49% to Subdistrict No. 6, and 14% to Trinchera. Once the requested amount is delivered the remaining water available will be apportioned proportionally amongst the remaining parties seeking delivery to Rio Grande reach 3.

1.2.5 If Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts. On days a subdistrict chooses not to replace daily depletions using water under this agreement notification is to be given to the SLVIWO to provide for correct accounting and notification of the water commissioners. If a subdistrict contracts for reservoir storage and or replacement of future depletions on reach 3 and/or winter depletions on all reaches and chooses not to accept the full amount of reservoir storage and or prepayment of depletions, notification must be given to the SLVIWO prior to the exchange of water into storage or delivery of water to reach 3 of the Rio Grande. This is to adjust the call as necessary to amounts of water that will actually be put to beneficial use.

1.3. Cove Lake Storage: Pending approval of the Division of Water Resources and the Conejos Water Conservancy District, the SLVIWO are requesting the transfer of Cove Lake storage into Platoro Reservoir. This storage is to be used when Article VII restrictions are in place. Approximately 3,000 acre-ft is reserved for storage of TVC#3 water as requested in 1.2.1 above. Approximately 3,000 acre-ft is available

for lease to store other replacement water. The other replacement water storage is to be apportioned 35% to Subdistrict 3; 50% to Subdistrict 6, and 15% to Trinchera Subdistrict if it exceeds the actual availability of pre-compact storage. Subdistrict No. 3 requests up to 1000acre-ft of other replacement water storage, Subdistrict No. 6 requests up to 1000acre-ft of other replacement water storage, and Trinchera request up to 550 acre-ft of other replacement water storage. All stored water are subject to storage fees assessed by Conejos Water Conservancy District. For other replacement water storage in addition to the Conejos Water Conservancy District storage fee, the SLVIWO will charge an equal amount for storage as the Conejos Water Conservancy District. Presumably $10/acre-ft.

1.4. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending February 28, 2027 (the "Term"); however, this Lease Agreement will only apply to water produced under the 2015CW3030 Case during the 2026 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.5. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2025/2026 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.5.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande, Santa Maria, or Beaver Park Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gauge at

Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.5.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accepts such accounting.

1.5.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.4.2, the Parties will attempt in good faith to resolve the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.5.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.4.2, , Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.6 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to up to 1000acre-feet of water for Subdistrict No. 2's use pursuant to paragraph 1.1.1, up to 250acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.2, up to 3300 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.3, and up to 2286.18 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.4. These amounts are contingent on the availability of the Taos Valley No. 3 water right being available and SLVIWO complying with the terms and conditions of its decrees and any approved Substitute Water Supply Plan. Further details regarding this provision are outlined in the following subsections.

1.6.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 6836.18 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.2.1.

1.6.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 1050 acre-feet, to be provided to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 5786.18 acre-feet which is not delivered to either Subdistrict No. 2,

Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.5.6 of this Agreement.

1.6.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.6.4 The ARP Water will be accounted for as delivered to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.6.5 Use of ARP Water.

1.6.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2025/2026 ARPs, or subsequent years pursuant to paragraph 1.5.1 to 1.5.4, above. Subdistrict 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 6836.18 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.6.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No.

3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.6.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.6.6 Termination of Delivery. Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.6.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.7 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.8 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Representations.

2.1 Subdistrict No. 2's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 2 is the legal, valid, and binding obligation of the

Subdistrict No. 2, and is enforceable against Subdistrict No. 2 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 2 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 2. To the best of Subdistrict No. 2's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 2 that would prevent Subdistrict No. 2 from leasing up to the maximum amount of water allowed under this Agreement.

2.2 Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

2.3 Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

2.4 Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO: San Luis Valley Irrigation Well Owners, Inc.
C/O: Monty Smith
Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: monty265@msn.com; lyla@notes-numbers.com

To The Rio Grande Water Conservation District,
Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5
and/or Subdistrict No. 6: Amber Pacheco
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

To Trinchera: Monty Smith
President
Ground Water Management Subdistrict of
the Trinchera Water Conservancy District
610 Main Street, Blanca, CO
81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

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

4 Remedies. In the event of SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.5.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

5 Miscellaneous Provisions.

5.1 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 Parties to one another with respect to this Agreement.

5.2 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 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.

5.3 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. 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.

5.4 Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by consent of each of the Parties. 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.

5.5 Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

5.6 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

5.7 Litigation. If the SLVIWO and/or Subdistrict No. 1 and/or Subdistrict No. 2 and/or Subdistrict No. 3 and/or Subdistrict No. 5 and/or Subdistrict No. 6 and/or Trinchera 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.

5.8 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. Neither SLVIWO nor Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

5.9 Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 5, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

5.10 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.

5.11 Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

5.13 Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

5.14 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.

5.15 Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

5.16 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.

SLVIWO

By: _____ 3/13/26
Monty Smith Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 2
Water Activity Enterprise

By: _____ 3/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 2 of the
Rio Grande Water Conservation District,

Water Activity Enterprise
Special Improvement District No. 3
Water Activity Enterprise

By: _____ 3/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District No. 6
Water Activity Enterprise

By: _____ 3/16/26
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

The Rio Grande Water Conservation District

By: _____ 3/16/26
Amber Pacheco Date
Deputy General Manager

Rio Grande Water Conservation District,

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____
Monty Smith
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

3/13/26
Date

COLORADO
Division of Water Resources
Department of Natural Resources

May 13, 2024

Jason Lorenz, P.E.
Agro Engineering
0210 Road 2 South
Alamosa, CO 81101

Re: San Luis Valley Irrigation Well Owners, Inc Substitute Water Supply Plan
SLVIWO Taos Valley Canal No. 3 Water Rights
Water Division 3, Water Districts 22 and 24
Case No. 15CW3030(A), SWSP ID 6093

Approval Period: April 1, 2024 to December 31, 2024

Contact information for Mr. Lorenz: 719-852-4957; jason@agro.com

Dear Mr. Lorenz:

We have reviewed your letter dated November 14, 2023, in which you request approval of a substitute water supply plan ("SWSP") on behalf of the San Luis Valley Irrigation Well Owners, Inc. ("SLVIWO" or "Applicant") pursuant to section 37-92-308(4), C.R.S. The Applicant filed an *Application for Recharge Project and Rights of Substitution and Exchange* in Division 3 water court Case No. 15CW3030. On March 11, 2019, the court application was bifurcated into Case Nos. 15CW3030(A) and 15CW3030(B). This SWSP request pertains to case no. 15CW3030(A) which consists of the substitutions and exchanges and does not include the recharge project. Notice of the request for approval of the SWSP was served on all parties to Case No. 15CW3030 on December 21, 2023. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10033074) has been received.

The initial date of approval for this SWSP was June 18, 2019 for operation beginning June 18, 2019. Pursuant to section 37-92-308(4)(b), "If an applicant requests renewal of a plan that would extend the plan past five years from the initial date of approval, the applicant shall demonstrate to the water judge in the applicable water division that the delay in obtaining a decree has been justifiable and that not being able to continue operating under a substitute water supply plan until a decree is entered will cause undue hardship to the applicant." A *Motion Pursuant to § 37-92-308(4)(b), C.R.S.*, requesting the Court to permit an additional year of operation under a 37-92-308(4) substitute water supply plan, was filed in Case No. 15CW3030 on December 8, 2023. The Motion for an order finding that the Applicant has made the demonstration required by section 37-92-308(4)(b) for a renewal of a SWSP was granted by the Division 3 Water Court on December 11, 2023.

SWSP OPERATION

The Applicant filed a case in water court for a recharge project and rights of substitution and exchange. The water right that is the subject of the case is the Taos Valley Canal No. 3, which was originally decreed in the District Court of Conejos County on October 3, 1890. In 1975, the San Luis Valley Irrigation Well Owners, Inc., ("SLVIWO") filed an application for a plan for augmentation including exchange and to change the place and type of use of the Taos Valley Canal No. 3 water right to augment depletions caused by well users of the SLVIWO in Case No. W-3394. A total of 245 cfs were decreed to the Taos Valley Canal No. 3, of which 230 cfs have been left undiverted and accounted for as an offset to well depletions pursuant to that decree. This water is referred to as the "Middlemist Water". Up to 15 cfs was reserved for irrigation and is referred to as the "Zinn Water". The amount of water available for diversion in any particular year under the Zinn water right is determined by the ten-year moving average of the water available at the Taos Valley No. 3 Headgate, as described in Case No. W-3394.

This SWSP request has been submitted for a change of water rights for the Middlemist Water in compliance with the pending court case (15CW3030(A)) to allow augmentation, exchange, storage by exchange in Platoro, Rio Grande, Continental, and Trujillo Meadows Reservoirs, delivery of water to satisfy Compact obligations, and substitution of water delivered to satisfy the Compact in exchange for depletions and water diverted at other structures during different times during the term of this SWSP. Storage in any structure other than Cove Lake Reservoir will only occur under the terms of a separate agreement with the reservoir owner. Prior to storing water in another structure, the Applicant must provide a copy of a storage agreement with the reservoir owner to the Division Engineer and Water Commissioner. This SWSP also requests the ability to store water generated under the SLVIWO Taos Valley No. 3 water rights during the 2024 Irrigation Season for future use in approved Annual Replacement Plans.

No SWSP requests have been submitted to date by any other entities for use of this water. A single lease agreement with SLVIWO and signed by Subdistricts No. 2, No. 3, No. 6 and Trinchera was provided pursuant to this SWSP on April 3, 2024. (A copy of the agreement is included with this approval.) While the agreement named Subdistrict No. 1 as a lessee, it was not signed by a representative of Subdistrict No. 1, so any terms of the agreement pertaining to Subdistrict No. 1 are not considered in this approval letter. The lease agreement is for a single term only and is not renewable. Further, it only applies to water produced under the water rights subject of the 2015CW3030 case during the 2024 Irrigation Season. The lease limits the amount of Taos Valley Canal No. 3 water available for credit to up to 500 acre-feet for Subdistrict No. 2; up to 2,000 acre-feet for Subdistrict No. 3; up to 3,000 acre-feet for Subdistrict No. 6; and up to 3,000 acre-feet for Trinchera Subdistrict. These limits, totalling 8,500 acre-feet, apply to water that is available for exchange to storage or available for delivery to a "Pre-Payment Bank". Delivery losses are assessed against all water generated as determined by the Division Engineer.

Under the terms of the lease agreement, when the Taos Valley Canal No. 3 water right is in priority, it will be exchanged into storage in Platoro Reservoir if conditions allow. If storage in Platoro Reservoir is not possible, water will be exchanged into storage in Rio Grande Reservoir if conditions allow. If reservoir storage is not available, or cannot all be stored, water will be

delivered from the Taos Valley No. 3 Canal heading to the middle of Conejos Stream Reach 2 (RGDSS) and/or to Rio Grande Stream Reach 3 when these streams are connected. These credits may be used on the day the credits are generated for replacement of daily injurious stream depletions in Rio Grande Stream Reach 3 and/or Conejos Stream Reach 2; and/or replacement of daily injurious stream depletions by exchange to other stream reaches defined in the RGDSS.

Furthermore, each Subdistrict may accrue water credits delivered to the Pre-Payment Bank only up to a limit that is reasonable as determined by the Division Engineer for use as a source of replacement of injurious depletions as projected through their respective 2024 ARPs. **Use of these credits cannot cross Compact or ARP Years**. They must be used to offset depletions during the Compact (calendar) Year in which they are generated, and credits generated in one ARP Year may only be used to offset depletions from the same ARP Year (ending April 30). Pre-Payment Bank credits accrued in Rio Grande Stream Reach 3 can be used for remedy of depletions owed to Rio Grande Stream Reach 3 during the irrigation season.

During the non-irrigation season the credits can be used to remedy depletions for other stream reaches defined in the RGDSS. The total amount of water approved for delivery to the Pre-Payment Bank under the conditions of this SWSP will not exceed the sum of the amounts each Subdistrict owes to Rio Grande Stream Reach 3 during the irrigation season and the amounts each Subdistrict owes during the non-irrigation season ending December 31, 2024. These totals are stated in the individual depletion schedules approved for each Subdistrict's 2024 ARP. The maximum amount that can be accrued to the Pre-Payment Bank is 3,842.3 acre-feet, (reflecting ±4,154 acre-feet at the Taos Valley Canal No. 3 headgate). The individual limit is 403.4 acre-feet for Subdistrict No. 2; 682.3 acre-feet for Subdistrict No. 3; 1,334.2 acre-feet for Subdistrict No. 6; and 1,422.4 acre-feet for Trinchera Subdistrict. These limits do not include water that was exchanged into storage or water that was used to pay Subdistrict ARP daily depletions directly on days when Taos Valley Canal No. 3 was in priority. Water "stored" in the Pre-Payment Bank can only occur up to the amount reasonably necessary to cover future actual depletions from the subdistricts listed above.

Furthermore, each Subdistrict must notify the Water Commissioner when their desired total of water delivered to the Pre-Payment Bank is reached. Upon notification by one Subdistrict, additional available water delivered to the Pre-Payment Bank will accrue to the remaining Subdistricts until their desired total is reached. Once the lesser of the sum of these totals or 3,842.3 acre-feet has been delivered to the La Sauses gage, no additional water will accrue to the Pre-Payment Bank under this SWSP. **At the end of the day on December 31, 2024, all water left in the Pre-Payment Bank will revert back to the native system and will not be available for any further use under this SWSP or for future depletion replacements.**

In the situation when the Taos Valley Canal No. 3 water right is in priority, and it is available for exchange, and the limits stated in the prior Condition have not been reached, SLVIWO and the Subdistricts will notify the Water Commissioner whether water will be delivered to the Pre-Payment Bank or to a reservoir. The prior condition will be administered until notification is received, after which, the Water Commissioner will adjust deliveries accordingly.

CONDITIONS OF APPROVAL

Pursuant to section 37-92-308(4)(a)(IV)(A), C.R.S., the State Engineer has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compact.

This SWSP is hereby approved pursuant to section 37-92-308(4), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of April 1, 2024 through December 31, 2024 (subject to condition of approval no. 2) unless otherwise revoked or superseded by decree. The initial date of approval for this SWSP was June 18, 2019 for operation beginning June 18, 2019. Pursuant to section 37-92-308(4)(b), "If an applicant requests renewal of a plan that would extend the plan past five years from the initial date of approval, the applicant shall demonstrate to the water judge in the applicable water division that the delay in obtaining a decree has been justifiable and that not being able to continue operating under a substitute water supply plan until a decree is entered will cause undue hardship to the applicant." **This SWSP will not be approved for the 2025 irrigation season unless we receive evidence from the court that the Applicant has met this requirement.** Should an additional SWSP be requested, the provisions of section 37-92-308(4)(b), C.R.S., shall apply. The statutory fee of $300 will be required pursuant to section 37-92-308(8), C.R.S. Any request for an additional SWSP must be submitted to this office no later than **January 1, 2025**.

2. The approval period for delivery credits for this SWSP is the 2024 irrigation season. The Division Engineer has the authority to adjust the irrigation season dates based on local conditions as allowed by State Engineer's Policy 2010-1. The 2024 irrigation season is projected to end November 1, 2024.

3. Approval of this SWSP is for a change of water rights to the extent necessary for the Taos Valley Canal No. 3 water stored during the 2024 irrigation season to be utilized for future use in approved Annual Replacement Plans (ARPs), and to remedy 2024 Subdistrict ARP irrigation and non-irrigation season depletions during the 2024 calendar year as stated herein, and is in compliance with the pending court case to allow augmentation, exchange and storage by exchange in Platoro, Rio Grande, Continental, and Trujillo Meadows Reservoirs. Additional diversion structures and/or additional uses will be allowed only if a new SWSP is approved for those additional structures/uses. The replacement water stored on behalf of the SLVIWO which is the subject of this SWSP, cannot be sold or leased to any other entity without prior written approval of the Division Engineer.

4. The Applicant shall provide daily accounting (including, but not limited to diversions, depletions, replacement sources, and river calls) on a monthly basis. The accounting must be emailed to the Division Engineer, Deborah.Sarason@state.co.us, Michelle.Lanzoni@state.co.us, David.Hofmann@state.co.us and the Water

Commissioners (Tom.Stewart@state.co.us, Aaron.Holman@state.co.us, Travis.Robinson@state.co.us, and Sam.Riggenbach@state.co.us), within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. Frequent, if not daily, contact with the water commissioner is required to ensure daily administration and to prevent injury to other parties.

5. Storage of the subject water in any structure other than Cove Lake Reservoir may only occur under the terms of a separate agreement with the reservoir owner. Prior to storing water in another structure, the Applicant must provide a copy of a storage agreement with the reservoir owner to the Division Engineer and Water Commissioner, and must coordinate storage in any other structures with the Division Engineer and Water Commissioner.

6. The Applicant will be charged at 7.5% delivery loss from the Taos Valley Canal No. 3 heading to the confluence of the Conejos and San Antonio Rivers. Transit loss is subject to assessment and modification as determined by the District 22 Water Commissioners or the Division Engineer.

7. When water from the Taos Valley Canal No. 3 water right is in priority and is available to be exchanged into storage into Platoro Reservoir, it shall be stored in respective reservoir accounts as: 58.4% SLVIWO; 16.3% Subdistrict No. 3; and 25.3% Subdistrict No. 6. When storage is not available in Platoro Reservoir, but water from the Taos Valley Canal No. 3 water right is available to be exchanged into storage into Rio Grande Reservoir, it shall be stored in respective reservoir accounts as: 2.7% Subdistrict No. 2; 32.4% Subdistrict No. 3; 48.6% Subdistrict No. 6; and 16.2% Trinchera. Each entity must provide a copy of any storage agreement(s) to the Division Engineer and Water Commissioners prior to storage of any water pursuant to this SWSP.

8. When the Taos Valley Canal No. 3 water right is in priority, and it is not entirely available for exchange into reservoir storage or used to pay daily depletions, water will be delivered from the Taos Valley No. 3 Canal heading to the Rio Grande Compact gages near La Sauses, minus delivery losses to the Pre-Payment Bank. Accordingly, 2.7% of the flow will be attributed to Subdistrict No. 2, 32.4% of the flow will be attributed to Subdistrict No. 3, 48.6% of the flow will be attributed to Subdistrict No. 6, and 16.2% will be attributed to Trinchera Subdistrict. If a Subdistrict chooses to cease delivery of this SWSP water, then the flow will be allocated to the remaining Subdistricts in proportion to the percentages set forth by the lease agreement.

9. Water exchanged for storage in Platoro Reservoir will be assessed a delivery loss of 7.5% to the confluence of the San Antonio and Conejos RIvers. The applicant will be charged a 7.5% delivery loss from the Taos Valley No. 3 heading to the Compact gages or a greater amount set by the Division Engineer if river conditions dictate. Transit loss is subject to assessment and modification as determined by the Division Engineer.

10. The Taos Valley Canal No. 3 replacement water will be delivered directly to the middle of Conejos Stream Reach 2 (RGDSS) and/or to Rio Grande Stream Reach 3 when these streams are connected. These credits may be used on the day the credits are

generated for replacement of daily injurious stream depletions in Rio Grande Stream Reach 3 and/or Conejos Stream Reach 2; and/or replacement of daily injurious stream depletions by exchange to other stream reaches defined in the RGDSS; and/or by exchange to a reservoir when all conditions are met.

11. Each Subdistrict may accrue water credits delivered to the Pre-Payment Bank only up to a limit that is reasonable as determined by the Division Engineer for use as a source of replacement of injurious depletions as projected through their respective 2024 ARPs. Use of these credits cannot cross Compact or ARP Years. They must be used to offset depletions during the Compact (calendar) Year in which they are generated, and credits generated in one ARP Year may only be used to offset depletions from the same ARP Year (ending April 30). Pre-Payment Bank credits accrued in Rio Grande Stream Reach 3 can be used for remedy of depletions owed to Rio Grande Stream Reach 3 during the irrigation season. During the non-irrigation season, the credits can be used to remedy depletions for other stream reaches defined in the RGDSS. The maximum amount that can be accrued to the Pre-Payment Bank is 3,842.3 acre-feet, (reflecting ±4,154 acre-feet at the Taos Valley Canal No. 3 headgate). The individual limits for Subdistrict No. 2 is 403.4 acre-feet, Subdistrict No. 3 is 682.3 acre-feet, Subdistrict No. 6 is 1,334.2 acre-feet and Trinchera Subdistrict 1,422.4 acre-feet. These limits do not include water that was exchanged into storage or water that was used to pay Subdistrict ARP daily depletions directly on days when Taos Valley No. 3 was in priority.

12. Each Subdistrict must notify the Water Commissioner when their desired total of water delivered to the Pre-Payment Bank is reached. Upon notification by one Subdistrict, additional available water delivered to the Pre-Payment Bank will accrue to the remaining Subdistricts until their desired total is reached. Once the lesser of the sum of these totals or 3,842.3 acre-feet has been delivered to the La Sauses gages, no additional water will accrue to the Pre-Payment Bank under this SWSP. Additionally, Water “stored” in the Pre-Payment Bank can only occur up to the amount reasonably necessary to cover future actual depletions from these subdistricts. At the end of the day on December 31, 2024, all water left in the Pre-Payment Bank will revert back to the native system and will not be available for any further use under this SWSP or for future depletion replacements.

13. In the situation when the Taos Valley Canal No. 3 water right is in priority, and it is available for exchange, and the limits stated in the prior Condition have not been reached, SLVIWO and the Subdistricts will notify the Water Commissioner whether water will be delivered to the Pre-Payment Bank or to a reservoir. The prior condition will be administered until notification is received, after which, the Water Commissioner will adjust deliveries accordingly.

14. If any term or condition of this SWSP conflicts with any of the terms and conditions of the Subdistrict ARPs, the terms and conditions of the ARPs shall control.

15. Prior to the operation of any exchange, the Applicant is required to notify the Water Commissioner(s) and obtain the Water Commissioner’s approval for the operation of the exchange at least 48 hours prior to operation, or less if allowed by the Water Commissioner. The Applicant is required to obtain the Water Commissioner’s approval

on a daily basis or other interval as required by the Water Commissioner. The proposed exchanges are limited to operating only at times there is a continuous live stream between the exchange from and exchange to points and at times sufficient exchange potential exists to operate the exchange without injury to other water users.

16. Prior to the operation of any action allowed by this SWSP that moves water between the Conejos River system and the Rio Grande system, the Applicant is required to develop a Memorandum Of Understanding (MOU) between the Applicant, the Division of Water Resources, and the owner of the reservoir where the water will be stored. This MOU will outline the dates of the exchange or other action, the flow rates of the exchange or other action, and the loss rates for the exchange or other action. The MOU must be signed by all three parties prior to the operation of the action.

17. The name, address, and phone number of the contact person who will be responsible for the operation and accounting of this SWSP must be provided with the accounting forms to the Division Engineer and Water Commissioner.

18. All deliveries for augmentation, exchange, or storage shall be measured in a manner acceptable to the Division Engineer. The Applicant shall install and maintain measuring and other devices as required by the Division Engineer for operation of this SWSP, which may include bypass structures.

19. Release of stored water made available for the replacement of injurious depletions shall be at the discretion of the Water Commissioners or the Division Engineer.

20. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights or to the Compact has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent decree, all use of water under this SWSP must cease immediately.

21. The decision of the State Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any pending water court case or any other legal action that may be initiated concerning the SWSP. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other SWSPs or in any proposed renewal of this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to section 37-92-308(4), C.R.S., shall be to the Division 3 Water Judge within thirty days of the date of this decision and shall be consolidated with the water court application pending in Case No. 15CW3030(A).

22. The State and Division Engineers have intervened in Case. No. 2015CW3030 and continue to evaluate the application in that case. Terms and conditions different from the conditions of approval for this SWSP may be necessary in any decree entered in Case No. 2015CW3030 in order to prevent injury to water rights or avoid interference

with Colorado's meeting its obligations under the Compact.

Should you have any questions, please contact Melissa van der Poel of this office or Craig Cotten, Division Engineer, in our Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Sarah Brucker, P.E.
Assistant State Engineer

Exhibit: Lease Agreement

ec: Division 3 SWSP Review Team
Craig Cotten, Division Engineer
Div 3 SWSP review group
Tom Stewart, Aaron Holman and Travis Robinson, Sam Riggenbach
Water Commissioners, Water Districts 22, 24 & 20
Parties of Record, Case No. 15CW3030(A)

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 3rd day of April, 2024 (the "Effective Date") by and between Special Improvement District No. 1 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 1"), Special Improvement District No. 2 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 2"), Special Improvement District No. 3 of the Rio Grande Water Conservation District, Water Activity Enterprise ("Subdistrict No. 3"), Special Improvement District No. 6 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 6"), and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District and/or Subdistrict ("Trinchera", together with Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3 and Subdistrict No. 6, the "Subdistricts") and the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO") as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 (collectively "Parties" and sometimes singularly "Party").

INTRODUCTORY RECITALS

A. The SLVIWO holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Decree in Case No. W-3394 decreed a change of use including augmentation and exchange and changed the place and type of use of the Taos Valley No. 3 water right.

D. In 2015, SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange which was assigned Case No. 2015CW3030. In the 2015CW3030 case, SLVIWO requested the court decree several additional uses for their water rights. At the time of this Agreement, that Application is pending in Water Court.

E. Subdistrict No. 1 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 1 for use under Subdistrict No. 1's 2024/2025 Annual Replacement Plan ("ARP").

F. Subdistrict No. 2 wishes to lease up to 500 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 2 for use under Subdistrict No. 2's 2024/2025 Annual Replacement Plan ("ARP").

G. Subdistrict No. 3 wishes to lease up to 2000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and

SLVIWO wishes to lease such water to Subdistrict No. 3 for use under Subdistrict No. 3's 2024/2025 Annual Replacement Plan ("ARP").

H. Subdistrict No. 6 wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Subdistrict No. 6 for use under Subdistrict No. 6's 2024/2025 ARP.

I. Trinchera wishes to lease up to 3000 acre-feet of water and/or consumptive use credits from the water rights that are subject to the 2015CW3030 case from SLVIWO and SLVIWO wishes to lease such water to Trinchera for use under Trinchera's 2024/2025 ARP.

J. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, Trinchera, and SLVIWO acknowledge that such use will require administrative approval through a Substitute Water Supply Plan ("**SWSP**") until such time as the Court enters a decree in Case No. 2015CW3030, and agree to cooperate in the prosecution and operation of such a SWSP.

K. Subject to the terms and conditions of this Lease Agreement and in exchange for compensation listed herein from Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, SLVIWO agrees to provide Subdistrict No. 1 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 2 with the right to use up to 500 acre-feet, Subdistrict No. 3 with the right to use up to 2,000 acre-feet of water, Subdistrict No. 6 with the right to use up to 3,000 acre-feet of water, and Trinchera with the right to use up to 3,000 acre-feet of water, subject to all terms and conditions in a future 2015CW3030 Decree or approved SWSP, to help satisfy the requirements of Subdistrict No. 1's, Subdistrict No. 2's, Subdistrict No. 3's, Subdistrict No. 6's, and Trinchera's respective ARPs.

AGREEMENT

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

1. Lease Agreement.

1.1. Lease Agreement Amount.

1.1.1. Subject to the terms of this Agreement, Subdistrict No. 1 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD1 ARP Water")

1.1.2. Subject to the terms of this Agreement, Subdistrict No. 2 agrees to lease up to 500 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD2 ARP Water")

1.1.3. Subject to the terms of this Agreement, Subdistrict No. 3 agrees to lease up to 2,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD3 ARP Water").

1.1.4. Subject to the terms of this Agreement, Subdistrict No. 6 agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("SD6 ARP Water").

1.1.5. Subject to the terms of this Agreement, Trinchera agrees to lease up to 3,000 acre-feet of water produced under the 2015CW3030 case or associated approved SWSP. ("Trinchera ARP Water").

1.2 Division of Leased Water.

1.2.1. Any water from the Taos Valley No. 3 water right that is available to be exchanged into storage into Platoro Reservoir shall be divided as follows: 58.4% to the SLVIWO; 16.3% to Subdistrict 3; 25.3% to Subdistrict 6.

1.2.2. If it is not possible to exchange the water into Platoro Reservoir, then water from the Taos Valley No. 3 water right will be delivered downstream for substitution or exchange into Rio Grande Reservoir and the water stored in Rio Grande Reservoir shall be split amongst the lessees as follows: 26% to Subdistrict No. 1; 2% to Subdistrict No. 2; 24% to Subdistrict No. 3; 36% to Subdistrict No. 6; and 12% to Trinchera.

1.2.3. In the event that the Taos Valley No. 3 water right is not able to be exchanged or substituted to storage into the Platoro or Rio Grande reservoirs, the Taos Valley no. 3 shall be delivered downstream to the Rio Grande River Compact gage for credit on the DWR's 10-day report and available for use in replacing depletions under an ARP by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 or Trinchera or subsequent lease to another party by SLVIWO. The terms of lease for the ARP water is described in paragraph 1.3.

1.2.4 If Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera does not request the full quantity of water allowed to that Subdistrict under this Agreement to fulfill the requirements of their respective ARP, upon written notice and agreement between the Subdistricts, the remaining Subdistricts will each be allowed to lease the remaining amount of water allocated to the Subdistrict that did not request the full quantity of water in proportion to their percentages set forth in this Agreement. The Subdistricts benefitting from the use of said water will be responsible for any amount due to SLVIWO for use of this water. If water is available in excess of that leased by Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6 and Trinchera under this Agreement, the SLVIWO may lease that water to other subdistricts based on the ability of those subdistricts to utilize the water and in proportion to the ownership of the SLVIWO members within each of those subdistricts.

1.3. Term of Agreement. This Agreement is for a one-year term commencing on the Effective Date and ending April 30, 2025 (the "Term"); however, this Lease

Agreement will only apply to water produced under the 2015CW3030 Case during the 2024 Irrigation Season. This Agreement is for a single term only and is not renewable. If Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera choose(s) to place the leased water into storage, the ARP water need not be used by the Subdistrict prior to the expiration of the Term of this Agreement and any such unused water will remain under the control of the relevant Subdistrict after expiration of this Agreement.

1.4. Lease Price. The lease price for the ARP Water generated under this Agreement for each Subdistrict and for which each Subdistrict takes delivery of under its 2023/2024 or subsequent years ARP is [redacted] per acre-foot of water (the "Lease Price").

1.4.1 The Parties will communicate as needed regarding the timing and amount of water available under the 2015CW3030 case and shall cooperate with the Division Engineer as reasonably required to facilitate delivery and accounting of the ARP water to each Subdistrict for storage or other use in its ARP. When Taos Valley No. 3 Water is being delivered to the Subdistricts, the Parties will communicate on a daily basis with each other and the Division Engineer regarding the amount of water: 1) delivered to the Subdistricts; 2) exchanged into storage for SLVIWO, the Subdistricts or others; or, 3) delivered for direct use to replace depletions of other entities. The Parties will work with the Division Engineer to have the Taos Valley No. 3 Water delivered and credited as follows when the Taos Valley No. 3 water is in priority: First, the 15 cfs Zinn water is delivered for irrigation and the 230 cfs Middlemist water is used for augmentation and exchange. Middlemist water delivered for augmentation and exchange shall be done in the following manner and sequence: 1) if Taos Valley No. 3 Water can be exchanged for storage in Platoro Reservoir, it is exchanged and then credited to the correct storage pool based upon the storage water percentages set out pursuant to this Agreement and applicable storage agreements; 2) if Taos Valley No. 3 Water can be exchanged for storage in Rio Grande Reservoir it is exchanged; and then 3) the Taos Valley No. 3 Water is shepherded to the Compact gage at Los Sauces, credited on the DWR 10-Day Report and used as ARP water by the Subdistricts subject to this Agreement or otherwise leased by SLVIWO (if it is water in excess of the ARP water leased by the Subdistricts here).

1.4.2 Within a reasonable amount of time after the Water Division No. 3 Division Engineer's end of Irrigation Season on the San Antonio River, SLVIWO must provide each Subdistrict a written accounting, including time and location, of all ARP water provided to each Subdistrict. Each Subdistrict will have 30 days from receipt of said accounting to provide Notice that it disagrees with some or all of the accounting or accept such accounting.

1.4.3 If there is a dispute between any of the Parties regarding the accounting required in paragraph 1.4.2, the Parties will attempt in good faith to resolve

the dispute within 30 days. If such dispute is not resolved, each Party retains all rights under this agreement and such other rights as it may have.

1.4.4 Within 60 days of the acceptance or resolution of dispute regarding the accounting required in paragraph 1.4.2, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera must pay to SLVIWO the respective total amount due to SLVIWO under this agreement, as determined by multiplying the total acre-feet of ARP Water provided to the relevant Subdistrict by the per acre-foot Lease Price.

1.5 Agreement to Lease ARP Water. Subject to the terms and conditions in this Lease Agreement, SLVIWO agrees to provide up to 2,000 acre-feet of water for Subdistrict No. 1's use pursuant to paragraph 1.1.1, up to 500 acre-feet of water for Subdistrict No. 2's use pursuant to paragraph 1.1.2, up to 2,000 acre-feet of water for Subdistrict No. 3's use pursuant to paragraph 1.1.3, up to 3,000 acre-feet of water for Subdistrict No. 6's use pursuant to paragraph 1.1.4, and up to 3,000 acre-feet of water for Trinchera's use pursuant to paragraph 1.1.5. These amounts are contingent on the availability of the Taos Valley No. 3 water right being available and SLVIWO complying with the terms and conditions of its decrees and any approved Substitute Water Supply Plan. Further details regarding this provision are outlined in the following subsections.

1.5.1 Delivery of Excess Credit Water. The ARP water will be 100% of the first 8,800 acre-feet generated under the terms and conditions of the 2015CW3030 Decree or related SWSP; except, for water which is exchanged into storage in Platoro Reservoir for SLVIWO pursuant to the percentages as described in paragraph 1.2.1. For each acre-foot generated from the Taos Valley No. 3 water right in the 2024 Irrigation Season, 26% will be provided for use by Subdistrict No. 1 pursuant to paragraph 1.1.1, 2% will be provided for use by Subdistrict No. 2 pursuant to paragraph 1.1.2, 24% will be provided for use by Subdistrict No. 3 pursuant to paragraph 1.1.3, 37% will be provided for use by Subdistrict 6 pursuant to paragraph 1.1.4 and 12% will be provided for use by Trinchera pursuant to paragraph 1.1.5.

1.5.2 SLVIWO retains the right to the use of its water exchanged into storage in Platoro Reservoir and any additional water generated over the combined 8,800 acre-feet, to be provided to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera under this Lease and any portion of the 8,800 acre-feet which is not delivered to either Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera following a Notice of Termination of Delivery pursuant to paragraph 1.5.6 of this Agreement.

1.5.3 SLVIWO retains the right to enter into a separate agreement with Trinchera in order to lease Taos Valley No. 3 water stored in the Platoro Reservoir to Trinchera.

1.5.4 The ARP Water will be accounted for as delivered to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera at a point on the San Antonio River in the reach from the Martinez Ditch headgate to the intersection of the San Antonio River with County Road 18 in the Northeast ¼ of Section 25, Township 33 North, Range 9 East of the New Mexico P.M. Conejos County. The ARP Water will be delivered to each Subdistrict on an as available basis and SLVIWO does not guarantee delivery of any amount of water to either Subdistrict.

1.5.5 Use of ARP Water.

1.5.5.1 Preservation of SLVIWO Water Rights: Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, will use the ARP water to satisfy a portion of their respective annual obligations to remedy injurious depletions caused by their respective groundwater withdrawals of wells included in each Subdistrict's 2024/2025 ARP, or subsequent years pursuant to paragraph 1.5.1 to 1.5.4, above. Subdistrict 1, Subdistrict 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera may apply for and obtain administrative approval to use the ARP Water leased herein through the filing of a SWSP. Neither Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, nor Trinchera will otherwise take any action that causes or could potentially cause a reopening of the SLVIWO's prior Decrees. Each Subdistrict's use of SLVIWO's water is not intended to, and does not, transfer any legal or equitable title or interest to any part of the water rights decreed to the SLVIWO or any decree to be entered in Case No. 2015CW3030 to Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, other than the up to the combined 8,800 acre-feet leased between them, herein. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera to use the up to maximum acre-feet of water leased herein, SLVIWO does not intend to abandon, and does not abandon, relinquish, or forfeit any portion of its water rights under any Decree.

1.5.5.2 Future Years Use of ARP Water. To the extent the ARP Water is not consumed or otherwise used by a Subdistrict during the Term of the Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, will retain all rights to such ARP Water after the expiration of this Agreement. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and Trinchera, respectively, agree that it shall have no continuing rights in and to SLVIWO's water and represents that it is not entitled to rely on SLVIWO's water for future ARPs unless or until it obtains a subsequent agreement with SLVIWO.

1.5.5.3 Assessment of Evaporation, Seepage, and Transit Losses. Beginning on the Effective Date, each Subdistrict will bear its respective seepage, evaporation, and transit losses on their respective ARP Water leased herein and will be responsible for all storage charges assessed to their respective ARP Water after the use of the ARP Water is transferred to a Subdistrict.

1.5.6 Termination of Delivery. Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera, may provide Notice to SLVIWO that it will cease accepting any additional ARP water under this agreement. Such Notice will be effective 48 hours after receipt by SLVIWO. Such Notice by one Subdistrict will not affect the rights or obligations of the other Subdistrict. Once provided, such Notice cannot be revoked and will end all future obligations of that Subdistrict under this Agreement and SLVIWO's obligations to that Subdistrict, but will not reduce the Lease Price owed by a Subdistrict to SLVIWO.

1.5.7 Minimum Payment. To the extent the Lease Price owed by a Subdistrict is less than [redacted] such Subdistrict agrees to pay a minimum of [redacted] to SLVIWO in order to cover SLVIWO's costs associated with this Agreement. This minimum payment is individually applicable to each Subdistrict and may not be combined.

1.6 Approvals. Each Subdistrict is responsible for obtaining any approvals necessary for their respective Subdistrict's proposed use and delivery of the ARP Water.

1.7 SLVIWO's Obligations and Representations. SLVIWO 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. SLVIWO 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. Representations.

2.3. Subdistrict No. 1's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 1, is the legal, valid, and binding obligation of the Subdistrict No. 1, and is enforceable against Subdistrict No. 1 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 1 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 1. To the best of Subdistrict No. 1's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 1 that would prevent Subdistrict No. 1 from leasing up to the maximum amount of water allowed under this Agreement.

2.4. Subdistrict No. 2's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 2 is the legal, valid, and binding obligation of the Subdistrict No. 2, and is enforceable against Subdistrict No. 2 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 2 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 2. To the best of Subdistrict No. 2's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 2 that would prevent Subdistrict No. 2 from leasing up to the maximum amount of water allowed under this Agreement.

2.5. Subdistrict No. 3's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 3, is the legal, valid, and binding obligation of the Subdistrict No. 3, and is enforceable against Subdistrict No. 3 according to its terms. SLVIWO recognizes that consent to this contract is required from the Rio Grande Water Conservation District ("RGWCD") Board of Directors. If such consent is not given, Subdistrict No. 3 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 3. To the best of Subdistrict No. 3's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 3 that would prevent Subdistrict No. 3 from leasing up to the maximum amount of water allowed under this Agreement.

2.6. Subdistrict No. 6's Representations. This Agreement has been duly authorized and executed by Subdistrict No. 6, is the legal, valid, and binding obligation of the Subdistrict No. 6, and is enforceable against Subdistrict No. 6 according to its terms. SLVIWO recognizes that consent to this contract is required from the RGWCD Board of Directors. If such consent is not given, Subdistrict No. 6 will immediately inform SLVIWO. No other consent is required for the execution, delivery, or performance of this contract by Subdistrict No. 6. To the best of Subdistrict No. 6's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD or Subdistrict No. 6 that would prevent Subdistrict No. 6 from leasing up to the maximum amount of water allowed under this Agreement.

2.7. Trinchera's Representations. This Agreement has been duly authorized and executed by Trinchera, is the legal, valid, and binding obligation of Trinchera, and is enforceable against Trinchera according to its terms. To the best of Trinchera's knowledge, there is no pending or threatened litigation or administrative proceeding against Trinchera that would prevent Trinchera from leasing up to the maximum amount of water allowed under this Agreement.

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

To SLVIWO:

San Luis Valley Irrigation Well Owners, Inc.
C/O: Monty Smith
Lyla Hathaway
P.O. Box 147
La Jara, CO 81140
E-mail: monty265@msn.com; lyla@notes-numbers.com

To Subdistrict 1, Subdistrict 2, Subdistrict 3 and/or Subdistrict No. 6:

Cleave Simpson
General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: cleave@rgwcd.org

To Trinchera:

Monty Smith
President
Ground Water Management Subdistrict of the Trinchera Water Conservancy District
610 Main Street, Blanca, CO 81123
Phone: 719.379.3467
Email: trincherawaterconservancy@gmail.com

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

4. Remedies. In the event of SLVIWO's default in the performance of this Agreement, a Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of Subdistrict's default hereunder, SLVIWO's sole and exclusive remedy will be to receive the greater of: a) all payments due from the defaulting Subdistrict for ARP Water prior to the date of the default; or, b) the minimum payment stated in paragraph 1.5.7 as liquidated damages, and to retain the use of the remaining water not paid for by the defaulting Subdistrict. Default by one Subdistrict will not be considered as a default by the other Subdistrict.

5. Miscellaneous Provisions.

5.3. 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 Parties to one another with respect to this Agreement.

5.4. 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 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.

5.5. 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. 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.

5.6. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by consent of each of the Parties. 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.

5.7. Waiver. A waiver of a breach of any provision of this Agreement does not waive any subsequent breach of the same or different provision of this 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 Agreement or another remedy for a breach of this 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 Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving Party.

5.8. 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 SLVIWO may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera, which consent shall not be unreasonably withheld. No Subdistrict may assign its rights hereunder to any other person or entity without the prior written consent of the SLVIWO, which consent shall not be unreasonably withheld. Any such assignment must be in writing and signed by the other Party.

5.9. Litigation. If the SLVIWO and/or Subdistrict No. 1 and/or Subdistrict No. 2 and/or Subdistrict No. 3 and/or Subdistrict No. 6 and/or Trinchera 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.

5.10. 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. Neither SLVIWO nor Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, or Trinchera agree to binding arbitration by any extra-judicial body or person.

5.11. Governmental Immunity. To the extent allowed by law and as otherwise consistent with this Agreement, Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3, Subdistrict No. 6, and/or Trinchera agree to indemnify and hold SLVIWO harmless from any and all damage which may result from its operation and use of the ARP Water under this Agreement. No term or condition in this 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, sections 24-10-101, *et seq.* C.R.S., 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, sections 24-10-101, *et seq.* C.R.S., and the risk management statutes, sections 24-30-1501, *et seq.* C.R.S., as amended.

5.12. 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.

5.13. Force Majeure. No Party will be liable for failure to perform the Party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, tornado, blizzard, extreme hot or cold weather or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. No Party is entitled to terminate this Agreement under such circumstances. If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove it took reasonable steps to minimize delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Parties were timely notified of likelihood or actual occurrence of the event described herein. Performance shall resume as soon as possible upon removal, resolution, or cessation of the Force Majeure event.

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

5.15. Binding Agreement. This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

5.16. 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.

5.17. Acknowledgment. The Parties certify that they have 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 by the Parties to each other, or by their employees, agents, or representatives, and no modifications to this Agreement will be claimed by the Parties except for written amendments or waivers executed by the Parties.

5.18. 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.

SLVIWO

By: _____ 4/3/24
Monty Smith Date
San Luis Valley Irrigation Well Owners, Inc.

Special Improvement District No. 2
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 2 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District No. 3
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 3 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Special Improvement District Subdistrict No. 6
Water Activity Enterprise

By: _____ 4/2/2024
Angelo Bellah Date
Program Manager
Special Improvement District No. 6 of the
Rio Grande Water Conservation District,
Water Activity Enterprise

Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

By: _____ 4/3/24
Monty Smith Date
President
Ground Water Management Subdistrict of
The Trinchera Water Conservancy District

AGRO ENGINEERING

"COMPREHENSIVE AGRICULTURAL AND WATER RESOURCE CONSULTING"

0210 ROAD 2 SOUTH, ALAMOSA, CO 81101 PHONE (719) 852-4957 FAX 852-5146

November 14, 2023

Kevin Rein, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Renewal Substitute Water Supply Plan for the 2024 water year for the purpose of temporarily approving the use of the San Luis Valley Irrigation Well Owners, Inc. Taos Valley No. 3 water right for reservoir storage and use for replacement of depletions by ground water management subdistricts pursuant to section 37-92-308(4), C.R.S.**

Dear Mr. Rein,

The San Luis Valley Irrigation Well Owners, Inc. ("SLVIWO") submit this request to approve a renewal of a Substitute Water Supply Plan ("SWSP"), to run from April 1, 2024 to November 1, 2024. See SWSP ID 6093.

This SWSP requests approval for the operation of the substitutions and exchanges described in the bifurcated Case No. 15CW3030A. The operation of the substitutions and exchanges will allow for storage of water owned by SLVIWO during the 2024 Irrigation Season to be used in future, approved Annual Replacement Plans by parties with whom SLVIWO contracts.

I. Case No. 2015CW3030, District Court, Water Division No. 3.

On December 30, 2015, the SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange. The SLVIWO is the owner of the water right and corresponding structures associated with the Taos Valley Canal No. 3. The original decree for the water rights decreed to the Taos Valley Canal No. 3 is the Decree of the Court entered in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890). In 1975, SLVIWO filed an application for a plan for augmentation including exchange and to change the place and type of use of the Taos Valley No. 3 water right in Case No. W-3394 to include augmentation of any depletions caused by well users of the SLVIWO. The Taos Valley No. 3 water right was changed in Case No. W-3394.

Of the 245 cfs decreed to the Taos Valley Canal No. 3, 230 cfs ("Middlemist Water") has been left un-diverted by SLVIWO and accounted for as an offset to well depletions pursuant to that decree. The remaining 15 cfs ("Zinn Water") was changed in Case No. W-3394 subject to a reservation by Pete E. and Mercedes Middlemist to divert and use up to that amount for irrigation pursuant to certain terms and conditions contained in that decree. The Zinn Water has continued to be used for irrigation up to and including the 2023 irrigation season.

In Case No. 2015CW3030, SLVIWO seeks to utilize the Middlemist Water and the Zinn Water for augmentation by leaving the water in the San Antonio River as decreed in Case No. W-3394, by diverting water at the Taos Valley Canal No. 3 and continuing to store water in Cove Lake Reservoir for subsequent release to the San Antonio River, by recharging the confined and unconfined aquifers via a groundwater recharge project, by delivering water to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year and to divert and store the water in several reservoirs including Platoro Reservoir, either directly or via exchange, for later release to the San Antonio River, Conejos River and the Rio Grande for augmentation purposes.

Cove Lake Reservoir is a reservoir constructed prior to 1929 and is therefore exempt from the restrictions set forth in Article VII of the Rio Grande Compact. At the time of the Compact, Cove Lake had a capacity of 9,710 acre-feet, which amount is claimed in the 2015CW3030 case to be transferrable to other reservoirs free from the aforementioned Compact restrictions.

Various parties timely filed statements of opposition in Case No. 2015CW3030. The matter remains before the referee. On January 25, 2019, SLVIWO filed an Unopposed Motion to Bifurcate Case No. 15CW3030. In that Motion, SLVIWO seeks to bifurcate the claimed exchange to the Martinez Ditch and the Recharge Project from the other claims in the application. Unopposed Motion to Bifurcate at ¶ 3. As of the date of this SWSP request, that Referee has not issued an order on that Motion. No trial date has been set.

II. Project Description.

Case No. W-3394 established a methodology for determining the amount the Taos Valley No. 3 water right is available in the San Antonio River for augmentation purposes. No additional quantification is necessary.

This request for renewal of the previous approval of a SWSP is being submitted pursuant to section 37-92-308(4), C.R.S. for the purpose of approving the change of the water rights listed above to include requested uses in Case No. 2015CW3030 including augmentation, exchange, storage by substitution or exchange in Platoro Reservoir and the other reservoirs described in 15CW3030A. Subsequently, stored water will be released and delivered to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year. This SWSP does not include the claimed exchange to the Martinez Ditch and the Recharge Project described in

bifurcated Case No. 15CW3030B. Storage in Platoro Reservoir will occur pursuant to the terms of a storage agreement between the SLVIWO and the Conejos Water Conservancy District. Storage in any other reservoir, other than in Cove Lake Reservoir will only occur under the terms of a separate agreement with the owner of such reservoir.

III. Change of Water Right.

This SWSP will approve the use of the water right subject of case in 2015CW3030A identified in part II. above for the purpose of storing water available under the Taos Valley No. 3 water right by substitution and exchange in the aforementioned reservoirs during the 2024 Irrigation Season for future use in approved Annual Replacement Plans. This SWSP will also approve the use of Taos Valley No.3 water delivered, above what is stored, for the use by Subdistrict 1, Subdistrict 2, Subdistrict 3, Subdistrict 5, Subdistrict 6 and the Trinchera Subdistrict for augmentation use for the replacement of depletions. When the San Antonio River is in connection with the Conejos River depletions will be replaced on reach 2 of the Conejos and when exchange to reach 1 of the Conejos is possible as determined by the Division of Water Resources replacement of depletions on reach 1 of the Conejos. When the amount of water in priority exceeds storage potential for both the Conejos and Rio Grande Rivers and daily depletions on the Conejos River and when the Conejos River is in connection with reach 3 of the Rio Grande River water will be delivered to reach 3 of the Rio Grande River for replacement of depletions. When exchange to reaches 1 and/or 2 of the Rio Grande River is possible as determined by the Division of Water Resources water may be exchanged for replacement of depletions on these reaches.

IV. Operation of Plan.

SLVIWO will place the portion of the water right to beneficial use as claimed in the Application for Recharge Project and Rights of Substitution and Exchange, Case No. 2015CW3030. Any portion of said water available for substitution, exchange, and subsequent storage shall be stored pursuant to any agreement between SLVIWO and the reservoir owners.

SLVIWO understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to stream delivery losses, evaporation or other factors.

Future use of this stored water for replacement of well depletions will be pursuant to the terms of one or more annual replacement plans approved by the Engineers in 2021/2022 or future years.

Water not stored will be available to Subdistricts listed above for replacement of depletions, if they have submitted with their Annual Replacement Plans a current contract with SLVIWO for such use.

SLVIWO hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(4), C.R.S.

SLVIWO Engineer
Jason Lorenz, P.E.

Enclosures
Cc: SLVIWO Board of Directors

Exhibit A

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on November 30, 2023 true and correct copies of the foregoing, Substitute Water Supply Plan Request , were duly served via CCE in Division 3, Case No. 15CW3030 upon the following:

Alpha Hay Farms Llc	Opposer	Alan E Curtis (White & Jankowski, LLP) David C Taussig (White & Jankowski, LLP)
City of Alamosa	Opposer	Erich Schwiesow (Erich Schwiesow PC)
Colorado Division of Park And Wildlife	Opposer	Elizabeth M Joyce (CO Attorney General)
Colorado Division of Parks And Wildlife	Opposer	Elizabeth M Joyce (CO Attorney General)
Conejos Water Conservancy District	Opposer	Richard John Mehren (Moses, Wittemyer, Harrison and Woodruff, P.C.)
Division 3 Engineer	Division Engineer	Division 3 Water Engineer (State of Colorado DWR Division 3)
Rio Grande Water Conservation District	Opposer	Peter J Ampe (Hill and Robbins PC)
Rio Grande Water Users Association	Opposer	Mason Hamill Brown (Carlson, Hammond & Paddock, L.L.C.) William Arthur Paddock (Carlson, Hammond & Paddock, L.L.C.)
San Luis Valley Irrigation District	Opposer	Tod Jay Smith (The Law Office of Tod J Smith)
San Luis Valley Irrigation Well Owners	Applicant	Bradley Charles Grasmick (Lawrence Jones Custer Grasmick LLP) P Andrew Jones (Lawrence Jones Custer Grasmick LLP)
State Engineer	State Engineer	Colorado Division Of Water Resources (State of Colorado - Division of Water Resources)

Trinchera Groundwater Management Subdist	Opposer	John Joseph Cyran (Confluence Water Law LLC)

AGRO ENGINEERING

"COMPREHENSIVE AGRICULTURAL AND WATER RESOURCE CONSULTING"

0210 ROAD 2 SOUTH, ALAMOSA, CO 81101 PHONE (719) 852-4957 FAX 852-5146

December 18, 2024

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Renewal Substitute Water Supply Plan for the 2025 water year for the purpose of temporarily approving the use of the San Luis Valley Irrigation Well Owners, Inc. Taos Valley No. 3 water right for reservoir storage and use for replacement of depletions by ground water management subdistricts pursuant to section 37-92-308(4), C.R.S.**

Dear Mr. Ullmann,

The San Luis Valley Irrigation Well Owners, Inc. ("SLVIWO") submit this request to approve a renewal of a Substitute Water Supply Plan ("SWSP"), to run from March 1, 2025 to November 1, 2025. See SWSP ID 6093.

This SWSP requests approval for the operation of the substitutions and exchanges described in the bifurcated Case No. 15CW3030A. The operation of the substitutions and exchanges will allow for storage of water owned by SLVIWO during 2025 to be used in future, approved Annual Replacement Plans by parties with whom SLVIWO contracts. This request has been sent to the notification list on December 18, 2024.

I. Case No. 2015CW3030, District Court, Water Division No. 3.

On December 30, 2015, the SLVIWO filed an Application for Recharge Project and Rights of Substitution and Exchange. The SLVIWO is the owner of the water right and corresponding structures associated with the Taos Valley Canal No. 3. The original decree for the water rights decreed to the Taos Valley Canal No. 3 is the Decree of the Court entered in the Matter of the Adjudication of the Priority of Water Rights in the Conejos and San Antonio Rivers (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890). In 1975, SLVIWO filed an application for a plan for augmentation including exchange and to change the place and type of use of the Taos Valley No. 3 water right in Case No. W-3394 to include augmentation of any depletions caused by well users of the SLVIWO. The Taos Valley No. 3 water right was changed in Case No. W-3394.

Of the 245 cfs decreed to the Taos Valley Canal No. 3, 230 cfs ("Middlemist Water") has been left un-diverted by SLVIWO and accounted for as an offset to well depletions pursuant to that decree. The remaining 15 cfs ("Zinn Water") was changed in Case No. W-3394 subject to a reservation by Pete E. and Mercedes Middlemist to divert and use up to that amount for irrigation pursuant to certain terms and conditions contained in that decree. The Zinn Water has continued to be used for irrigation up to and including the 2023 irrigation season.

In Case No. 2015CW3030, SLVIWO seeks to utilize the Middlemist Water and the Zinn Water for augmentation by leaving the water in the San Antonio River as decreed in Case No. W-3394, by diverting water at the Taos Valley Canal No. 3 and continuing to store water in Cove Lake Reservoir for subsequent release to the San Antonio River, by recharging the confined and unconfined aquifers via a groundwater recharge project, by delivering water to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year and to divert and store the water in several reservoirs including Platoro Reservoir, either directly or via exchange, for later release to the San Antonio River, Conejos River and the Rio Grande for augmentation purposes.

Cove Lake Reservoir is a reservoir constructed prior to 1929 and is therefore exempt from the restrictions set forth in Article VII of the Rio Grande Compact. At the time of the Compact, Cove Lake had a capacity of 9,710 acre-feet, which amount is claimed in the 2015CW3030 case to be transferrable to other reservoirs free from the aforementioned Compact restrictions.

Various parties timely filed statements of opposition in Case No. 2015CW3030. The matter remains before the referee. On January 25, 2019, SLVIWO filed an Unopposed Motion to Bifurcate Case No. 15CW3030. In that Motion, SLVIWO seeks to bifurcate the claimed exchange to the Martinez Ditch and the Recharge Project from the other claims in the application. Unopposed Motion to Bifurcate at ¶ 3. As of the date of this SWSP request, that Referee has not issued an order on that Motion. No trial date has been set.

II. Project Description.

Case No. W-3394 established a methodology for determining the amount the Taos Valley No. 3 water right is available in the San Antonio River for augmentation purposes. No additional quantification is necessary.

This request for renewal of the previous approval of a SWSP is being submitted pursuant to section 37-92-308(4), C.R.S. for the purpose of approving the change of the water rights listed above to include requested uses in Case No. 2015CW3030 including augmentation, exchange, storage by substitution or exchange in Platoro Reservoir and the other reservoirs described in 15CW3030A. Subsequently, stored water will be released and delivered to satisfy compact obligations, by substituting water delivered to satisfy the compact in exchange for depletions and water diverted at other structures during different times within a year. This SWSP does not include the claimed exchange to the Martinez Ditch and the Recharge Project described in

bifurcated Case No. 15CW3030B. Storage in Platoro Reservoir will occur pursuant to the terms of a storage agreement between the SLVIWO and the Conejos Water Conservancy District. Storage in any other reservoir, other than in Cove Lake Reservoir will only occur under the terms of a separate agreement with the owner of such reservoir.

In 2015CW3024 the State of Colorado stipulated that Rule 14 establishing the presumptive irrigation season does not apply to this water right as it is not an irrigation right. As such the San Luis Valley irrigation Well Owners intend to call their water right in March as was historically done prior to the change of the water right. Total diversion in March shall be limited to the volume of water available in priority during the month not to exceed the historical average (1952-1973) of 126 acre-ft.

III. Change of Water Right.

This SWSP will approve the use of the water right subject of case in 2015CW3030A identified in part II. above for the purpose of storing water available under the Taos Valley No. 3 water right by substitution and exchange in the aforementioned reservoirs during the 2025 Irrigation Season for future use in approved Annual Replacement Plans. This SWSP will also approve the use of Taos Valley No.3 water delivered, above what is stored, for the use by Subdistrict 2, Subdistrict 3, Subdistrict 6 and the Trinchera Subdistrict for augmentation use for the replacement of depletions. When the San Antonio River is in connection with the Conejos River depletions will be replaced on reach 2 of the Conejos and when exchange to reach 1 of the Conejos is possible as determined by the Division of Water Resources replacement of depletions on reach 1 of the Conejos. When the amount of water in priority exceeds storage potential for both the Conejos and Rio Grande Rivers and daily depletions on the Conejos River and when the Conejos River is in connection with reach 3 of the Rio Grande River water will be delivered to reach 3 of the Rio Grande River for replacement of depletions. When exchange to reaches 1 and/or 2 of the Rio Grande River is possible as determined by the Division of Water Resources water may be exchanged for replacement of depletions on these reaches.

IV. Operation of Plan.

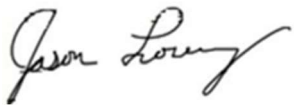
SLVIWO will place the portion of the water right to beneficial use as claimed in the Application for Recharge Project and Rights of Substitution and Exchange, Case No. 2015CW3030. Any portion of said water available for substitution, exchange, and subsequent storage shall be stored pursuant to any agreement between SLVIWO and the reservoir owners.

SLVIWO understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to stream delivery losses, evaporation or other factors.

Future use of this stored water for replacement of well depletions will be pursuant to the terms of one or more annual replacement plans approved by the Engineers in 2025/2026 or future years.

Water not stored will be available to Subdistricts listed above for replacement of depletions, if they have submitted with their Annual Replacement Plans a current contract with SLVIWO for such use.

SLVIWO hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(4), C.R.S.



_____
SLVIWO Engineer
Jason Lorenz, P.E.

Enclosures
Cc: SLVIWO Board of Directors

AGRO ENGINEERING

"COMPREHENSIVE AGRICULTURAL AND WATER RESOURCE CONSULTING"

0210 ROAD 2 SOUTH, ALAMOSA, CO 81101 PHONE (719) 852-4957 FAX 852-5146

December 9, 2025

Jason Ullmann, P.E.
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

Re: **Request for Renewal Substitute Water Supply Plan for the 2026 water year for the purpose of temporarily approving the use of the San Luis Valley Irrigation Well Owners, Inc. Taos Valley No. 3 water right for reservoir storage and use for replacement of depletions by ground water management subdistricts pursuant to section 37-92-308(4), C.R.S.**

Dear Mr. Uhlmann,

The San Luis Valley Irrigation Well Owners, Inc. ("SLVIWO") submit this request to approve a renewal of a Substitute Water Supply Plan ("SWSP"), to run from March 1, 2026 to September 30, 2026. See SWSP ID 6093.

This SWSP requests approval of the following

1. The SLVIWO request the use of augmentation water derived from the Taos Valley Canal No.3 ("TVC3") for the replacement of depletions on all reaches of the Rio Grande and Conejos by Subdistricts 1, 2, 3, 5, 6, and Trinchera Subdistrict or storage of said water for future replacement of depletions. Storage and/or replacement will be made to the extent that these entities have contracted with the SLVIWO and water is available to the water right. The maximum volumetric limitation of these uses will be the historical average diversion of the water right 8,825 acre-ft.
    a. To be consistent with W3394 the 1952 to 1973 period should be used as presented below. Overall annual diversion limitation shall be 8,825 acre-ft. Furthermore, the TVC3 water right will only be called for water to the extent that there is an end use, such as exchange or substitution into storage or replacement of depletions. Current contracts with the subdistricts reflect this limitation. The daily call will also be limited based on capacity of the river system to deliver water to the end use whether it be downstream delivery to an exchange or substitution point, upstream exchange or substitution, and in the case of exchanging or substitution into reservoir storage, available reservoir storage and inflows.

       The Taos Valley Canal No. 3 historically diverted outside the drainages of the Rio San Antonio and Conejos River and was constituted 100% depletions to the flow

of the streams, and the return flows were not available to the State of Colorado in determining deliveries under the Rio Grande Compact. In W3394 the court found referring to the Taos Valley Canals No. 1, No. 2 and No. 3, "The water rights above have been historically diverted outside the drainages of the San Antonio River and the Conejos River and have constituted 100 percent depletions to the flow of said streams, and the return flows have not available to the State of Colorado in determining deliveries under the Rio Grande Compact." and "Taos Valley Canal No. 1 and Taos Valley Canal No. 2 appear to have been abandoned. Water has historically been diverted through the headgate of the Taos Valley Canal No. 3 in the following average amounts: 1952-1967 9,802 acre feet 1968-1973 6,772 acre-ft. Prior to 1968, the diversions from the San Antonio and Conejos Rivers were not curtailed to meet delivery requirements of the Rio Grande Compact." Therefore, for the purposes of determining limitations inclusion of the pre compact administration period is appropriate and will prevent the expansion of use of the TVC3 water right.

a.

Year	Nov (af)	Dec (af)	Jan (af)	Feb (af)	Mar (af)	Apr (af)	May (af)	Jun (af)	Jul (af)	Aug (af)	Sep (af)	Oct (af)	Total (af)
1952					0	8866	7478	2975	1061	99	0		20480
1953					87	2499	2682	722	0	0	0		5990
1954					0	4699	3227	248	0	0	0		8174
1955					0	75	3620	1795	0	0	0		5490
1956					0	2832	4903	159	0	0	0		7894
1957					0	1244	7912	9253	2112	426	0		20948
1958					109	702	5316	476	0	0	0		6603
1959					0	210	1507	0	0	0	0		1718
1960					169	3787	3420	694	0	0	0		8069
1961					397	5139	3783	206	0	0	0		9525
1962					143	8057	12127	1418	0	0	0		21745
1963					603	3275	0	0	0	0	0		3878
1964					89	149	5476	145	0	0	0		5859
1965					0	3275	6930	2348	637	153	0		13343
1966					694	2884	4459	569	0	0	0		8606
1967					119	974	2828	982	48	458	119		5528
1968					0	0	6474	2495	0	0	0		8969
1969					0	1087	7242	1230	0	0	0		9558
1970					0	188	7387	0	0	0	0		7575
1971					357	4280	56	0	0	0	0		4693
1972					0	1650	0	0	0	0	0		1650
1973					0	238	7097	516	0	0	0		7851
AVG					126	2551	4724	1192	175	52	5		8825
MAX					694	8866	12127	9253	2112	458	119		21745

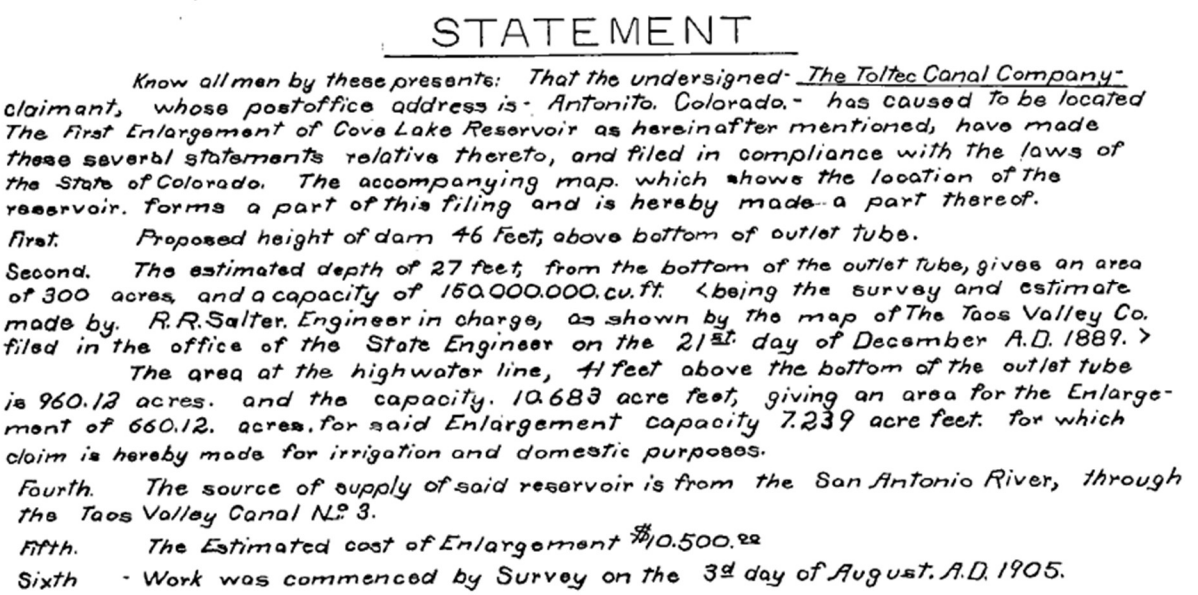
2. The SLVIWO request the operation of the substitutions and exchanges described in the bifurcated Case No. 15CW3030A. The operation of the substitutions and exchanges will allow for storage of water owned by SLVIWO during the 2026 Irrigation Season to be used in future and to exchange to replace depletions on all reaches of the Rio Grande and Conejos Rivers, in approved Annual Replacement Plans by parties with whom SLVIWO contracts. Requested locations for storage are Platoro Reservoir on the Conejos River and Rio Grande Reservoir on the Rio Grande. Exchanges from location on the Conejos River will be the Los Sauces Gage, with exchange to locations of Conejos Reach 1, Conejos Reach 2, and Platoro Reservoir. Exchange from location on the Rio Grande will be the Confluence of the Conejos and Rio Grande, with exchange to points of Rio Grande Reach 1, Rio Grande Reach 2, and Rio Grande Reservoir. Rio Grande Reach 3 is delivered to directly at the confluence of the Conejos and Rio Grande.

3. The SLVIWO request to be allowed to divert under their decree if there is sufficient flow to bring them into priority in the months of March through September. Total diversion in March shall be limited to the volume of water available in priority during the month not to exceed the historical average (1952-1973) of 126 acre-ft. To match the historical time period of deliveries the water right will be limited to the months of March through September.
    a. In 15CW3024 stipulation between the SLVIWO and the State and Division Engineers, the following stipulation was made: "The SLVIWO owns the Taos Valley Canal No. 3 water right which was originally decreed in the general adjudication on the Conejos and San Antonio rivers on October 3, 1890 and changed for augmentation in Case No. W-3394. The SLVIWO presently have an application pending in Case No. 15CW3030 to utilize the Taos Valley Canal No. 3 water right in certain recharge projects, substitutions, and exchanges to facilitate its use for augmentation. The parties agree that Rule 14 does not apply to the Taos Valley Canal No. 3 water right, because it is not an" irrigation water right" as that term is used in section 37- 92- 501(4)(b)(H), C.R.S. The parties also agree that the Division Engineer will administer the Taos Valley Canal No. 3 water right consistent with its decrees and any future decrees, which administration will include preventing expansion of the Taos Valley Canal No. 3 water right."

4. The SLVIWO request to move the historical storage volume from Cove Lake to Platoro Reservoir to allow for storage when Article VII restrictions of the Rio Grande Compact are in place. The limitation for storage shall be 10,683 acre-ft.
    a. Article VII states, "Neither Colorado nor New Mexico shall increase the amount of water in storage in reservoirs constructed after 1929 whenever there is less than 400,000 acre feet of usable water in project storage; provided, that if the actual releases of usable water from the beginning of the calendar year following the effective date of this Compact, or from the beginning of the calendar year following actual spill, have aggregated more than an average of 790,000 acre feet per annum, the time at which such minimum stage is reached shall be adjusted to

compensate for the difference between the total actual release and releases at such average rate; provided, further, that Colorado, or New Mexico, or both, may relinquish accrued credits at any time, and Texas may accept such relinquished water, and in such event the state, or states, so relinquishing shall be entitled to store water in the amount of the water so relinquished." Cove Lake was constructed prior to 1929 as evidenced in the general adjudication of the Conejos and San Antonio Rivers on 10/03/1890 decree for the TVC3 states the existence of Cove Lake as a reservoir as follows," That Ditch Number one hundred and ten (110) named the Taos Valley Canal No3. The Taos Valley Company, claimant in this matter, having been found in manner aforesaid, to be a ditch used for the irrigation of lands and also a ditch to supply certain reservoirs belonging to said claimant herein named respectively, Cove Lake Reservoir". Also in the Map and Filing Statement for the Taos Valley Irrigating Canal and Reservoir System regarding Cove Lake requests "Eighth: That the amount of water claimed to be appropriated by the said Company for storage in said reservoir is 100 cubic feet per second of the water of the Conejos River and 100 cubic feet per second of the waters of the San Antonio River. Ninth: The date of appropriation of the said quantity of water drawn from the San Antonio River is the 25th day of Aug. 1888". As such it is exempt from Article VII limitations.

b. The Map and filing statement of Cove Lake Reservoir lists the capacity at 10,683 acre-ft.



STATEMENT

Know all men by these presents: That the undersigned- The Toltec Canal Company- claimant, whose postoffice address is- Antonito. Colorado.- has caused to be located The first Enlargement of Cove Lake Reservoir as hereinafter mentioned, have made these several statements relative thereto, and filed in compliance with the laws of the State of Colorado. The accompanying map. which shows the location of the reservoir. forms a part of this filing and is hereby made a part thereof.

First. Proposed height of dam 46 feet; above bottom of outlet tube.

Second. The estimated depth of 27 feet, from the bottom of the outlet tube, gives an area of 300 acres, and a capacity of 150.000.000. cu. ft. <being the survey and estimate made by. R.R. Salter. Engineer in charge, as shown by the map of The Taos Valley Co. filed in the office of the State Engineer on the 21st. day of December A.D. 1889.>

The area at the high water line, 41 feet above the bottom of the outlet tube is 960.12 acres. and the capacity. 10.683 acre feet, giving an area for the Enlargement of 660.12. acres. for said Enlargement capacity 7.239 acre feet. for which claim is hereby made for irrigation and domestic purposes.

Fourth. The source of supply of said reservoir is from the San Antonio River, through the Taos Valley Canal No. 3.

Fifth. The Estimated cost of Enlargement $10.500.00

Sixth - Work was commenced by Survey on the 3d day of August. A.D. 1905.

SLVIWO Engineer
Jason Lorenz, P.E.

Enclosures
Cc: SLVIWO Board of Directors

Rio Grande Water Conservation District
8805 Independence Way • Alamosa, Colorado 81101
Phone: (719) 589-6301 • Fax: (719) 992-2026
Protecting & Conserving San Luis Valley Water

April 11, 2022

President, Leroy Salazar
Program Manager, Amber Pacheco
Subdistrict No. 3

RE: Agreement to sell 200 acre feet of Santa Maria/MVC water

This notification is sent to inform you that the Board of Managers for Subdistrict No.1 approved the sell of 47.66 acre feet of Santa Maria water and 152.34 acre feet of Santa Maria water (Monte Vista Canal shares) and payment for past storage costs, on April 5, 2022, based on the prices reflected in the attached invoice.

I will coordinate with the Superintendent of Santa Maria and Amber on the logistics of switching this water over to Subdistrict No.3. Also, I've placed the payment due date for July 1st, please let me know if that works with your budget, if not that date can be adjusted.

Subdistrict No.1 appreciates the opportunity to help Subdistrict No.3 and wants to thank you for the mutual benefit that has occurred from this collaborative agreement!

Marisa Fricke, Program Manager

Enc: Original MOU
Counter Offer Correspondences
Invoice prepared by Amber Pacheco

To: **Board of Managers-Subdistrict No. 1**

From: **Board of Managers-Subdistrict No. 3**

Date: **January 3, 2022**

Subject: **Response to Subdistrict No. 1's December 14, 2021, offer to sell 200 ac-ft. of stored Santa Maria water for use by Subdistrict No. 3**

Thank you for your Board's consideration and response to the offer Subdistrict No. 3 submitted to Subdistrict No. 1 Board of Managers on September 9, 2021, to purchase 200 ac-ft. of water Subdistrict No. 1 has stored in Santa Maria Reservoir. In the offer, Subdistrict No. 3 offered to pay [redacted] per acre-foot of water and also agreed to pay the 2021 Santa Maria Reservoir Company storage charges for the 200 ac-ft. if the offer was accepted. Storage would add an additional [redacted] an ac-ft. to the amount paid by Subdistrict No. 3.

On December 14, 2021, Subdistrict No. 3 received an e-mail from Marisa Fricke, Program Manager, notifying the Board the Subdistrict No. 1 Board of Managers had met and considered the offer from Subdistrict No. 3. The e-mail stated Subdistrict No. 1 agreed to sell 200 ac-ft. to Subdistrict No. 3. The breakdown of the 200 ac-ft. of water being offered from Subdistrict No. 1 included 165 shares of water leased from Monte Vista Canal shareholders in 2011 at a yield of 0.9233 ac-ft./share for a total of 152.34 ac-ft and the remaining amount of 47.66 ac-ft. would be from other Santa Maria water Subdistrict No. 1currently stored in Santa Maria/Continental Reservoir.

Subdistrict No. 3's Board of Managers met on December 16, 2021, and discussed the offer they received from Subdistrict No. 1. The Board discussed the different requirements placed on shares of water leased from the Monte Vista Canal shareholders based on the Santa Maria Reservoir Company's Augmentation Decree. Per the decree, a fairly large portion of the water from each share leased from Monte Vista Canal shareholders has to be delivered back into the Monte Vista Canal as loss to the ditch and as historical return flows recharged to the system.

Based on the calculations included in the augmentation decree, a total of 36.63 ac-ft. is required to be delivered back to the Monte Vista Canal based on the 152.34 ac-ft. Subdistrict No. 1 leased in 2011. Another requirement under the decree is to release an additional amount of water for the transit loss to cover the loss to the river to carry the 36.63 ac-ft. from the reservoir to the Monte Vista Canal diversion point. Transit loss in the river amounts to another 4.07 ac-ft. In total, 40.70 ac-ft. of the Monte Vista Canal water being offered to Subdistrict No. 3 would need to be used to meet the requirements of the augmentation decree before the remainder of the Monte Vista Canal water becomes consumable water. Based on the decree, Subdistrict No. 3 would have 111.64 ac-ft. of water remaining to be used as replacement water.

Another matter the Subdistrict No. 3 Board of Managers had to consider was access to the recharge locations listed in the Santa Maria Reservoir Augmentation Decree. The decree only lists two locations where recharge can occur for those Monte Vista Canal shares. One location is likely not acceptable for recharge because it is privately owned and the owner uses the recharge pit to hold other sources of water which he uses for irrigation of his crops. It would be difficult to

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1-4-2022
MF

lease the pit and prove recharge if the pit is used for other water at the same time when the Monte Vista Canal recharge would need to occur (water can only be released to the recharge pits when the Monte Vista Canal is in their most senior priority which is Priority No. 224). It would also take additional infrastructure at this specific recharge site to be able to divert water from the Monte Vista Canal to the recharge pit. The second pit listed in the decree is currently leased by Subdistrict No. 6. Subdistrict No. 6 lease shares from the Monte Vista Canal shareholders each year and they have to meet these same requirements to use the water they lease in their Annual Replacement Plan. The timing for the recharge of the water they lease may make it difficult for Subdistrict No. 3 to have access to the pond at the same time because of size limits on both the pond and the headgate at the recharge site.

Finally, the Subdistrict No. 3 Board had to consider the cost per ac-ft. of consumable water which would remain as a replacement source for Subdistrict No. 3 depletions to the Rio Grande. The offer Subdistrict No. 3 originally made was to pay [redacted] per ac-ft. for 200 ac-ft. of water. The Subdistrict No. 3 Board was assuming they would receive 200 ac-ft. of consumable water, less a small portion that would be required to be left in the river for accretions, if the water they purchased was originally leased by Subdistrict No. 1 from Rio Grande Canal shares. The original offer would amount to [redacted] for the water and [redacted] for 2021 storage for a cost of [redacted] per ac-ft. (not accounting for the reduction of 3%of the water required to pay accretions on the Rio Grande). If Subdistrict No. 3 calculates the cost of the water Subdistrict No. 1 has offered based on the consumable amount of water remaining after meeting the decree, the cost per ac-ft. goes up to [redacted] ac-ft. when including 2021 storage costs. Based on the requirements of the Santa Maria Reservoir Company's Augmentation Decree, Subdistrict No. 3 will also incur additional costs above what is being paid to Subdistrict No. 1 if Subdistrict No. 3 accepted the offer being made. This increased per ac-ft. amount is considerably higher than any amount currently being paid for replacement water Subdistrict No. 3 is leasing from other sources, including their forbearance contracts. Under the offer from Subdistrict No.1, Subdistrict No. 3 would be paying 60% more for this water than they pay under their highest dollar amount forbearance contracts on the Rio Grande and almost 200% more than the wet water sources they are currently leasing.

Subdistrict No. 3 is in full agreement and willing to pay [redacted] and the [redacted] storage charge for the 47.66 ac-ft. of water that comes without the restrictions imposed by the augmentation decree on the Monte Vista Canal shares. However, because of the conditions imposed by the decree and the additional costs which will be incurred to make the other 152.34 ac-ft. usable to our subdistrict, the Board felt the Subdistrict could only afford to pay [redacted] for the Monte Vista Canal shares plus the [redacted] ac-ft. storage costs. If Subdistrict No. 1 is accepting of this change in the offer, the total payment from Subdistrict No. 3 would be [redacted] for the water and [redacted] for the 2021 storage for a total of [redacted] Subdistrict No. 3 will also accept the added restriction that the water purchased from Subdistrict No. 1 under this offer can only be used to replace depletions to the Rio Grande Canal, Billings Ditch, Farmer's Union Canal, San Luis Valley Canal or Prairie Ditch.

Subdistrict No. 3 is fully aware of the expense Subdistrict No.1 has in this water which your Board secured early on in Subdistrict No. 1's operations. The Subdistrict No. 3 Board and the Subdistrict Members can appreciate Subdistrict No. 1's position on the value which you have placed on your water. Subdistrict No. 3 wants to continue to work together with your Board and

all other Subdistricts to find ways to meet individual Subdistrict goals and objectives through mutually beneficial projects.

If you should need any additional information from Subdistrict No. 3 regarding this response, please feel free to reach out to Amber Pacheco, Program Manager for Subdistrict No. 3, or to LeRoy Salazar, President of Subdistrict No. 3. If you should need someone to attend your next meeting, please let Amber know and she can arrange to have someone from Subdistrict No. 3 attend your meeting. Again, Subdistrict No. 3 appreciates all the time your Board and the Subdistrict No. 1 staff have invested in this process.

Amber Pacheco
5/30/2022
2022 ARP Year

Received March 9, 2022

Seller: Subdistrict No. 1
8805 Independence Way
Alamosa, CO 81101

Buyer: Subdistrict No. 3
8805 Independence Way
Alamosa, CO 81101

Date: Approved and Accepted by Sub1 Board of Managers on April 5, 2022

Request to Purchase 200 acre-feet of Subdistrict No. 1's Stored Santa Maria Reservoir Company Water for Use by Subdistrict No. 3 as a Replacement Source in an Approved Annual Replacement Plan

Description	Total Acre-Feet	Price Per Acre-Foot	Total Cost
Subdistrict No. 1 Stored Santa Maria Water	47.66	[redacted]	[redacted]
Subdistrict No. 1 Stored Santa Maria Water (specifically, 165 MVC Shares leased in 2011 at a yield of .9233 af/share)	152.34	[redacted]	[redacted]
Storage Costs (Santa Maria Charges in 2021)	200.0	[redacted]	[redacted]
Total Amount Due for Water and Storage			[redacted]

***Special Conditions of this purchase**

All water leased under this agreement will be used by Subdistrict No. 3 to replace depletions owed on the Rio Grande and only to the Rio Grande Canal, Billings Ditch, Farmer's Union Canal, San Luis Valley Canal or the Prairie Ditch.

Subdistrict No. 3 will be responsible for all storage costs incurred beginning on January 1, 2022.

* The only adjustment made to this invoice will be to the [redacted] to accurately reflect number of months from January 1, 2021 to day water is in Subdistrict 3 ownership. MF

Well, Well Permit and Water Rights Purchase and Sales Agreement

This Well, Well Permit and Water Rights Purchase and Sales Agreement ("Agreement") is entered into on this _____ day of _____, 2024, between the Rio Grande Water Conservation District ("District"), acting for and on behalf of the Water Activity Enterprise of Special Improvement District No. 3 of the Rio Grande Water Conservation District ("Subdistrict") and Danette Sowards ("Seller"). The District and the Seller may be referred to collectively as the "Parties", or individually as a "Party".

Recitals

1. Seller is the current and legal owner of a well (the "Well") known as Well No. 1, Case No. W-335, WDID 2205076, Permit Number 11721-R, decreed for irrigation and fish and wildlife culture in Case No. W-335 (the "Water Rights").

2. The Well and Water Rights are located in the SE1/4SE1/4 of Section 5, Township 34 North, Range 10 East, N.M.P.M., Conejos County, Colorado.

3. The Seller wishes to sell the Well and Water Rights and the District wishes to purchase the Well and Water Rights.

Agreement

Therefore, in consideration of the forgoing recitals and the mutual promises contained below, the Parties agree to the following:

1. Term: This agreement will be effective on the date on which it is mutually executed between the District and the Seller.

2. Payment: The District, for and on behalf of the Subdistrict, agrees to pay the Seller the amount of [redacted] and 00/100 dollars ([redacted]) in exchange for the above listed Well and Water Rights (the "Purchase Price"). The Purchase Price will be paid as follows: The District will pay to Seller the amount of [redacted] (the "Down Payment") at Closing (defined below). The District will pay the remaining [redacted] (the "Unpaid Principal") in fifteen (15) annual installments of [redacted] and [redacted] due each June 1, beginning June 1, 2025, and ending June 1, 2039, which corresponds to interest rate at seven percent (7%) annual percentage yield.

DS
D.S.'s initials

3. Closing: The District and the Seller will set a mutually agreed upon date to complete the transfer of the Well and Water Rights to the District not later than December 31, 2024 ("Closing"). Closing shall be handled by Allpine Title Company ("Title Company"). The time of closing shall be set by the Title Company. The Title Company shall provide the Parties a closing statement showing the financial details of the transaction contemplated by this Agreement. The Parties shall cooperate with each other to enable the Title Company to prepare and deliver the documents required for Closing to the District and Seller and their designees, including the recording of any required statement

of authority to enter into this transaction on the part of Seller. The Parties shall furnish additional information or documents required by the Title Company that will be necessary to complete this transaction. The Parties shall sign and complete all customary or reasonably required documents at or before Closing.

a. Subject to the District's compliance with the terms and conditions of this Agreement, including the tender of the Down Payment due at Closing, Seller must execute and deliver to the District at Closing: (1) a quitclaim deed for the Well and Water Rights in the form of Exhibit 1 attached hereto; and (2) an assignment for the Well and Water Rights in the form of Exhibit 2 attached hereto.

b. Subject to the Seller's compliance with the terms and conditions of this Agreement, including the delivery of the quitclaim deed and assignment described above, the District must execute and deliver to the Seller at Closing a promissory note for the Unpaid Principal in the form of Exhibit 3 attached hereto.

c. The Parties shall split equally all closing costs, including any fee for real estate closing services and record change fee, recording fee, etc.

4. Seller Acknowledgment: Seller certifies that she has read and agreed to 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 the Seller by the District or by District employees, agents, or representatives, and no modification to this agreement will be claimed by Seller except for written amendments or waivers executed by the Parties.

Signed:

Danette Sowards — 10-25-24

Danette Sowards
Seller

Date

Amber Pacheco — 12/4/2024

Amber Pacheco
Deputy General Manager
Rio Grande Water Conservation District

Date

Quitclaim Deed
(Water Rights)

THIS DEED, Made this 19 day of December, 2024, between

Danette Sowards

whose address is [redacted], Grantor, and

The Rio Grande Water Conservation District, for and on behalf of, the Water Activity Enterprise of the Special Improvement District No. 3 of the Rio Grande Water Conservation District, a body corporate and politic and a political subdivision of the state of Colorado

whose principal address is 8805 Independence Way, Alamosa, Colorado 81101, Grantee.

WITNESSETH, That the Grantor, for and in consideration of the sum of [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and quitclaimed, and by these presents does grant, bargain, sell and quitclaim unto the Grantee, its heirs and assigns for forever, all the groundwater, groundwater rights, and rights to use groundwater described in **Exhibit A**, hereto, and located on the real property described in **Exhibit B**, hereto, situate, lying and being in the **County of Conejos** and the **State of Colorado**.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has executed this deed on the date first written above.

[*remainder of this page intentionally left blank*]

DANETTE SOWARDS

Danette Sowards

Danette Sowards

STATE OF COLORADO)
)**ss.**
COUNTY OF ~~CONEJOS~~ Alamosa)

The foregoing instrument was acknowledged before me this 19 day of December, 2024, by Danette Sowards. Witness my hand and official seal.

[seal]
WARREN GRAHAM HOSTETTER
Notary Public
State of Colorado
Notary ID # 20054017978
My Commission Expires 05-04-2025

Notary Public

My Commission Expires: 05-04-2025

Exhibit A
Water Rights

Well No. 1, Case No. W-335, District Court in and for Water Division No. 3, Priority Date November 15, 1954, for 2508 GPM, adjudicated August 16, 1973, as amended April 3, 1975, State of Colorado, also known as Well Permit No. 11721-R, WDID 2205076.

Exhibit B
(Real Property)

SE/4SW/4 of Section 5, Township 34 North, Range 10 East, N.M.P.M., in Conejos County, Colorado.

Note: The Decree in Case No. W-335 describes the well on Exhibit A as located as shown above. However, said well has also been described in previous conveyances as located in the SE/4SE/4 of Section 5, Township 34 North, Range 10 East, N.M.P.M., in Conejos County, Colorado. The intent of the Grantor is to convey water rights described in Exhibit A wherever they are located.

Assignment of Other Water Rights and Personal Property

FOR VALUE RECEIVED, Danette Sowards, hereby sells, assigns, transfers and conveys, unto the Rio Grande Water Conservation District, for and on behalf of, Special Improvement District No. 3 of the Rio Grande Water Conservation District, its successors and assigns, all right, title, and interest to all equipment, fixtures, structures, improvements, and personal property used in connection with Well No. 1, Case No. W-335, District Court in and for Water Division No. 3, Priority Date November 15, 1954, for 2508 GPM, adjudicated August 16, 1973, as amended April 3, 1975, State of Colorado, also known as Well Permit No. 11721-R, WDID 2205076, including, but not limited to, any and all:

1. Well; and
2. VFD Pump.

All property shall be "as is".

Dated this 19 day of December, 2024.

DANETTE SOWARDS

Danette Sowards

Danette Sowards

STATE OF COLORADO)
)**ss.**
COUNTY OF ~~CONEJOS.~~ Alamosa)

The foregoing instrument was acknowledged before me this 19 day of December, 2024, by Danette Sowards. Witness my hand and official seal.

[seal]

WARREN GRAHAM HOSTETTER
Notary Public
State of Colorado
Notary ID # 20054017978
My Commission Expires 05-04-2025

Notary Public

My Commission Expires: 05-04-2025

COLORADO
Division of Water Resources
Department of Natural Resources

Change in Owner Name/Contact Information for Well Permits For Use in Connection with a Real Estate Transaction

To be completed by the individuals or entities claiming ownership of a well permit, and submitted by title companies/settlement agents as an uploaded attachment using the eForm Submittal Tool.

New Well Owner(s) Contact Information:

Name(s)*:	**Rio Grande Water Conservation District**
Organization[1]:	**Rio Grande Water Conservation District**
Mailing Address*:	**8805 Independence Way**
City, St., Zip*:	**Alamosa, CO 81101**
Phone:	**(719) 589-6301**
Email(s)*:	**wylie@rgwcd.org**

** required fields to submit eForm.*
[1] ONLY enter a name here if the Organization itself OWNS the well.

Well Permit

Well Permit Number*	**Physical Address of the parcel on which the well is located (include city & zip)**
11721-R	**Water Rights, Conejos County, CO**

** required field (except when using the title company eForm for wells where a valid permit number cannot be identified. In those cases, this form can still be completed and uploaded; however, the permit number would be left blank on this form)*

I (we) claim and say that I am (we are) the owner(s) of the well permit described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge. This filing is made pursuant to C.R.S. 37-90-143. I (we) understand that filing a Change of Owner Name/Contact Information form is for contact information purposes only. Filing this form does not convey real property.

Signature of the New Owner(s)*	**Please print the Signer's Name* & Title**	**Date***
Ceq Hogel	**Rio Grande Water Conservation District**	12/18/24

** required fields*

Note: If there are multiple owners with different mailing addresses or additional room is needed for signatures, please include this as an attachment to the form.

Rev. 7/2022

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
3401 QUEBEC ST., SUITE 3400
DENVER, COLORADO 80264

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins.com

December 23, 2024

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

VIA DWR PORTAL

Re: Request for a Substitute Water Supply Plan for the 2025/2026 water year for the purpose of changing the purpose of use of a water right for Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise.

Dear Mr. Ullman,

Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 3") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2025 to April 30, 2026. The filing fee will be paid through the DWR portal.

This is the first request from Subdistrict No. 3 for approval an administrative change regarding this water.

A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This SWSP does not represent all sources of water Subdistrict No. 3 will use to remedy injurious depletions and does not limit the other actions being taken by Subdistrict No. 3 in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by Subdistrict No. 3 to assure the 2025/2026 Annual Replacement Plans conforms with the requirements of the Plan of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict No. 3's Annual Replacement Plans, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. 23.85 Acre-Feet of Water Stored in Terrace Reservoir, Water Division No. 3.

The Terrace Irrigation Company is the owner of a decreed plan for augmentation which includes a portion of the water right as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water was produced under the plan for augmentation and stored in Terrace Reservoir in 2023. The Terrace Irrigation Company is leasing 23.85 acre-feet of said water stored in Terrace Reservoir to Subdistrict No. 3.

Evidence of the Subdistrict's right to use this water is provided in Exhibit B.

II. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of approving the change of the water rights listed above to include augmentation, replacement, remedy, including by substitution and exchange, for use as part of Subdistrict No. 3's Annual Replacement Plans. The water will be released from Terrace Reservoir at the direction of the Division Engineer to remedy injurious depletions to the Alamosa River, as described in the Plan of Water Management and Annual Replacement Plans.

III. Change of Water Right.

The water right to be changed is 23.85 acre-feet of water stored by the Terrace Reservoir Company in Terrace Reservoir.

IV. Operation of Plan.

Subdistrict No. 3 will release this water from Terrace Reservoir under the direction of the Division Engineer to remedy injury caused by the withdrawal of groundwater by wells within the Subdistrict No. 3 Annual Replacement Plan or otherwise to comply with the requirements of that Plan.

Subdistrict No. 3 understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to evaporation or other factors. Subdistrict further understands that, to the extent these 23.85 acre-feet are not released from storage or otherwise consumed, such amounts may be carried over and used in subsequent Annual Replacement Plans without the need for a subsequent Substitute Water Supply Plan.

Subdistrict No. 3 hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Peter Ampe
Subdistrict No. 3
Peter J. Ampe, Esq.

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for a Substitute Water Supply Plan for the 2025/2026 water years for the purpose of changing purpose of use of water rights for Special Improvement District No. 3 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (December 23, 2024) this 23rd day of December 2024 via email to the following email addresses:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; coyotegulch@mac.com; sschroeder@geiconsultants.com; Mary.Presecan@LREwater.com; KNEWMYER@HPKWATERLAW.COM; sroberts@spronkwater.com; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; rodney.clark@co.usda.gov; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; kburgemeister@lawoftherockies.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; JEREMY@BOULDERVALLEYRE.COM; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; dniemela@bbawater.com; mwelsh@elementwaterinc.com; CLINTON@DAVENG.COM; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; jonathan@ingramdrilling.com; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; DEBORAH.SARASON@STATE.CO.US; A700pilot@gmail.com; nicole@nvlangley.net; jeremy@wellsengineering.net; dfisher@hfak.com; karlyn.armstrong@state.co.us; 5hearts@q.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; Kcurtis@DOLORESWATER.COM; kjcrandall@hollandhart.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; roberta.barela@state.co.us; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; mayatk30@gmail.com; kadr@bhgrlaw.com; cody.steuben@gmail.com; ryan.unterreiner@state.co.us; dmr247@gmail.com; andrea.bronson@dgslaw.com; chris@rgwcd.org; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; jon.erickson@state.co.us; jason.brothers@summitwatereng.com; MATTHEW@MERRILLWATERLAW.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; stagecoach.office@gmail.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org;

currantricklaw@gmail.com; thegoldenhoof@icloud.com; srsypher@gmail.com; mneale@fcgov.com; gpaulsen@bh-lawyers.com; mary.boardman@state.co.us; logan@quantumwaterco.com; joseph_chafey@nps.gov; john@jdbuchananlaw.com; matt.whittaker@icloud.com; Michael@ColoradoRiverEng.com; epi@riousa.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; steve@atenciolaw.net; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; jnslade657@gmail.com; SWSP@troutlaw.com; jdischinger@fwlaw.com; trb@tbvs.net; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; fuchsranchinc@gmail.com; whillhouse@hfak.com; jallmon@live.com; johnsdelatour@gmail.com; astone@agwt.org; michael.eytel@ae2s.com; michelle.lanzoni@state.co.us; pjaacks@bfwlaw.com; patrick@soilhealthservices.com; linda@lcwaterlaw.com; angelo@rgwcd.org; evelyn.mcdonald@usdoj.gov; JKIRSCHENBAUM@CHP-LAW.COM; johnj@white-jankowski.com; rggarcia3@gmail.com; cassie@extremeroofingllc.org; wellinspector@msn.com; rls@vrlaw.com; shawcroftbartfarming@gmail.com; katharine.anderson@state.co.us; szilliox@brwncald.com; mail@cjzwaterlaw.com; tynerrye@gmail.com; aidan.hulting@koaa.com; dstaudt@rjh-consultants.com; whcaile@hollandhart.com; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; amalotte@bbawater.com; STEVE@CLEARWATERCOLORADO.COM; thunter@travelin.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; benl@lewicki.biz; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; amr@amr-law.com; lescobar.ana@gmail.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; kara.sobieski@wilsonwatergroup.com; patrick@waterlaw.com; mkobza@bouldercounty.org; MELISSA.VANDERPOEL@state.co.us; pfoster@wrightwater.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; JOAN.CHAVEZ@STATE.CO.US; cjjj2003@yahoo.com; DURANGOOFFICE@SGM-INC.COM; mparker3113@gmail.com; rkropf@somachlaw.com; anthonyfarinacci@gmail.com; elizabeth.joyce@coag.gov; hayden@erccolorado.net; rachel@kullmanwater.com; dthompson@somachlaw.com; kathleen.fuller@state.co.us; MG@BHGRLAW.COM; kelsey.briggs@lrewater.com; OJOHN.KUENHOLD@GMAIL.COM; GMW@BHGRLAW.COM; cogreenacres@gmail.com; kckennedy163@gmail.com; CHRISTY.WOODWARD@COGA.ORG; wwombacher@nswlaw.com; TAMMY@PKENTERPRISESINC.COM; Heather@slvwcd.org; jmthornton7@msn.com; highpeakswell@gmail.com; willie@mvproduce.com; AJONES@PANDREWJONES.COM; jason@agro.com; tarn.udall@coag.gov; ltiedemann@bbawater.com; STEVEW@SWWCD.ORG; twinpeakllc19@gmail.com; austin@coloradofb.org; matthewmontgomery@hillandrobbins.com; wylie@rgwcd.org; pkbogle@hotmail.com; tdowning@wrightwater.com; mkruse@kruselawpllc.com; rpittinger@wrightwater.com; jhowe@wrightwater.com; jon@mountainranchandhome.com; news@krcc.org; JWelch@epcor.com; sjeffers@lyonsgaddis.com; jpandleah@gmail.com; rose@rgwcd.org;

nfillo@fcgov.com; wadethenderson@gmail.com; btyner@tynerengineering.com; cwoodard@BH-Lawyers.com; taylor@rgwcd.org; kathi.lapoint@corteva.com; lratcliff@mbssllp.com; webb81154@gmail.com; andrewlryder@gmail.com; joe@clearwatercolorado.com; mparsons@chp-law.com; taosullivan@fredweberinc.com; robert.sakata@state.co.us; don@clearwatercolorado.com; madeline.wilson@colostate.edu;

s/ *Peter Ampe*
Peter Ampe

EXHIBIT B

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 3 (Conejos) of the Rio Grande Water Conservation District ("herein referred to as "Subdistrict"), and Terrace Irrigation Company, a Colorado nonprofit corporation (herein after referred to as "Lessor") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water right was produced under the plan for augmentation for 2024 and stored in Terrace 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 purposes.

C. The Subdistrict desires to lease 23.85 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict agrees to lease 23.85 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict, which date shall be the "Effective Date" and will end at midnight on April 30, 2026.

1.3. Lease Price. The lease price for the 23.85 acre-feet of water is two hundred dollars [redacted] per acre-foot for a total lease price of [redacted] ($[redacted]) with all $[redacted] due and payable within ten business days after the Effective Date of this agreement.

1.4. Failure to Pay. If the Subdistrict fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 23.85 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2024. After the Effective Date the Lessor will not be entitled to use or dispose of the 23.85 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict shall bear all seepage, evaporation and transit losses on the subject water. The Subdistrict will retain title to unused water, if any, after the Term of this Agreement, except as specified in paragraph 3.3.

1.6. Approvals. The Subdistrict is responsible for obtaining any approvals necessary for their proposed use and delivery of the Stored Water.

2. Storage Agreement. The compensation to be paid by Subdistrict to Lessor to store the Leased Water and deliver the Leased Water to the Delivery Point shall be as follows:

2.1. Subdistrict shall pay an annual administrative fee of [redacted] ($[redacted]) per acre-foot for each acre-foot of Leased Water stored in Terrace Reservoir. In calculating this fee, the amount stored shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this annual fee. Lessor shall invoice Subdistrict no later than December 15th for the annual fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

2.2. In the event of a spill at Terrace Reservoir during the 2025 Irrigation Season, Lessor will notify Subdistrict of the total amount of water that was spilled out of the Terrace shareholders pool in Terrace Reservoir to allow the Subdistrict water to remain in storage. Subdistrict shall pay an administrative fee of [redacted] ($[redacted]) per acre-foot for each acre-foot of Subdistrict water that was not spilled. In calculating this fee, the amount shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this additional fee. Lessor shall invoice the Subdistrict no later than December 15th for this additional administrative fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

3. Lessor's Obligations and Representations.

3.1. Lessor's Title. Lessor 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. Lessor 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 is required to be made to any mortgagee, lender, or lien holder.

3.2. Upon the Subdistrict's payment as specified in paragraph 1.3, Lessor will change control of the Stored Water over to the Subdistrict.

3.3. Lessor shall be solely responsible for all operation, maintenance and related costs associated with Terrace Reservoir, and shall maintain full control of its daily operations. Lessor shall have the final decision on when Leased Water can or will be delivered, provided however, that the Lessor shall make reasonable efforts to deliver the Leased Water at times requested by the Subdistrict during the normal irrigation season of each year, subject to coordination with the Division Engineer's Office. Parties agree that the most preferable time for delivery of the Leased Water is between April 1 and October 31. Parties agree to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties. Any of the Leased Water not released by October 31, 2025, may be carried over into the following year(s), however 12% of the water (which represents the annual "shrink"/evaporation rate in Terrace Reservoir) carried over to a subsequent year will be transferred to Lessor's ownership and control and the Subdistrict will have no further rights or obligations concerning the forfeited water. The Leased Water shall be heavy water and will not be spilled from Terrace Reservoir in the event of a spill. The Subdistrict shall be responsible for carriage or transit losses associated with delivery of its Leased Water below the Delivery Point.

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

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 Lessor:	c/o Kent Reinhardt, President P.O. Box 109 Monte Vista, CO 81144 e-mail: reinkvc@gojade.org and lyla@notes-numbers.com phone: 719-852-5638
To Subdistrict:	Deputy General Manager Rio Grande Water Conservation District 8805 Independence Way Alamosa, CO 81101 Fax: 719-992-2026 Email: amber@rgwcd.org

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

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 Lessor or the Subdistrict to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and the Subdistrict 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 Lessor 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.

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 Lessor may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or the Subdistrict 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 Subdistrict may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the Subdistrict, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

TERRACE IRRIGATION COMPANY

By: Kent Reinhardt 12/16/2024
Date

Name: KENT REINHARDT

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT, WATER ACTIVITY ENTERPRISE

By: Angelo Bellah 12/18/2024
Angelo Bellah, Program Manager **Date**

COLORADO
Division of Water Resources
Department of Natural Resources

May 19, 2025

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec St., Ste 3400
Denver, CO 80207

Re: Special Improvement District No. 3 ("Subdistrict No. 3") of the Rio Grande Water Conservation District Substitute Water Supply Plan
Water Activity Enterprise and Terrace Reservoir
Water Division 3
SWSP ID 9526

Approval Period: May 1, 2025 to April 30, 2026
Contact information for Mr. Peter J. Ampe: 303-296-8100; peterampe@hillandrobbins.com

Dear Mr. Ampe:

We have reviewed your letter dated December 23, 2024 in which you request approval of the substitute water supply plan ("SWSP") on behalf of the Special Improvement District No. 3 ("Subdistrict No. 3" or "Applicant") of the Rio Grande Water Conservation District ("RGWCD") pursuant to section 37-92-308(5), C.R.S. Notice was provided to all parties who have subscribed to the Division 3 SWSP Notification List on December 23, 2024. No comments were received during the statutory 35-day comment period. The required $300 filing fee (receipt number 10039932) has been received.

An application for approval of a change of water right as proposed under this SWSP has not been filed with the water court and the depletions associated with the proposed change of water right will not exceed five years, therefore this request has been submitted pursuant to section 37-92-308(5), C.R.S. In accordance with section 37-92-308(5), C.R.S., SWSPs may be approved for new water use plans involving out-of-priority diversions or a change of water

right, if no application for approval of a plan for augmentation or a change of water right has been filed with the water court and the water use plan or change proposed and the depletions associated with such water use plan or change will be for a limited duration not to exceed five years. **This is the first year of approval for this SWSP.**

SWSP Operation

Case No. 15CW3024 established the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 by order of the court. The Rules described the formation of Subdistricts in the area defined by the Rio Grande Decision Support System Groundwater Model in District Court, Water Division No. 3. Members of Subdistricts are landowners within the RGWCD who rely on groundwater for all or part of their commercial, municipal, industrial and/or irrigated agricultural practices. The principal goals of Subdistricts are to protect senior surface water rights, to support a sustainable water supply in the confined or unconfined aquifer underlying the Subdistricts' boundaries and to avoid unreasonable interference with the state's ability to fulfill its obligations under the Rio Grande Compact.

This SWSP is being sought in order to provide a part of the water supplies to be used by Subdistrict No. 3 (formed through Conejos County District Court in Case No. 2016CV30021) to meet the requirements of the Subdistrict's Plan of Water Management ("Plan") as approved by the State Engineer. The overall objective of each Subdistrict Plan is to provide a water management alternative to individual plans for augmentation or state-imposed regulations that limit the use of wells within the Subdistrict; that is a system of self-regulation using economic-based incentives that promote responsible groundwater use and management and ensures protection of senior surface water rights. As part of each Plan, Subdistricts must submit an Annual Replacement Plan ("ARP") for the State Engineer's review and approval, showing the portfolio of water rights and other actions the Subdistricts will take to replace injurious depletions to senior water rights caused by groundwater withdrawal by Subdistrict Wells during the plan year. This SWSP is intended to provide a part of the water supplies to be used in Subdistrict No. 3's ARP. The water that is the subject of this SWSP may be made available by separate contract with other Subdistricts **only** after prior approval by the

Division Engineer.

This SWSP is being requested for the purpose of changing the water rights listed below, to the extent necessary, to include augmentation, replacement, and remedy of injurious depletions, including by substitution or exchange, for use as part of Subdistrict No. 3's ARP. The water will be used under this SWSP by making reservoir releases at the time required by the ARP and/or the direction of the State and Division Engineers.

Change of Water Right

The water right made available to the Applicant and requested to be changed by this SWSP for the above purposes is as follows:

1. **23.85 acre-feet of water stored in Terrace Reservoir**
   The Terrace Irrigation Company is the owner of a decreed plan for augmentation which includes a portion of the Gabino Water Right as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. The decree entered in Case No. 1982CW97 quantified the historical consumptive use of the Gabino Water Right and approved the right to store the water in Terrace Reservoir. Excess water attributable to the historical consumptive use of the Gabino Water Right not needed for augmentation purposes is stored in Terrace Reservoir and is available for other purposes subject to obtaining any necessary approvals. . The Terrace Irrigation Company is leasing 23.85 acre-feet of said water stored in Terrace Reservoir in 2023 to Subdistrict No. 3. The current year lease term expires on April 30, 2026. Pursuant to the lease agreement, Subdistrict No. 3 will retain title to any unused water remaining after the term of the agreement. To the extent necessary, any return flow obligations under the original use of this water were addressed by the decree in Case No. 82CW97.

Subdistrict No. 3 will release this water under the direction of the Division Engineer to remedy injury caused by the withdrawal of groundwater by wells within the Subdistrict No. 3 ARP. This change of water right does not represent all sources of water that Subdistrict No.

3 will use to remedy injurious depletions to the Alamosa River and does not limit the other actions being taken by Subdistrict No. 3 to meet the requirements of the Plan of Water Management as approved by the State Engineer.

The Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to evaporation or other factors. Subdistrict No. 3 intends that, to the extent that the full 23.85 acre-feet of water is not released from storage or otherwise consumed during this plan period, any remaining amount may be carried over and used in subsequent ARPs without the need for a subsequent SWSP.

Conditions of Approval

Pursuant to section 37-92-308(5)(a)(IV)(A), C.R.S., the State Engineer has determined that the operation and administration of this SWSP will replace all out-of-priority depletions in time, location, and amount and will otherwise prevent injury to other water rights and decreed conditional water rights, including water quality and continuity to meet the requirements of use to which the senior appropriation has normally been put, pursuant to section 37-80-120(3), and will not impair compliance with any interstate compacts.

This SWSP is hereby approved pursuant to section 37-92-308(5), C.R.S., subject to the conditions stated below:

1. This SWSP shall be valid for the period of May 1, 2025 through April 30, 2026 unless otherwise revoked or superseded by decree. Should an additional SWSP be requested, the provisions of section 37-92-308(5)(b), shall apply. The statutory fee of $300 will be required pursuant to section 37-92-308(8). Any request for an additional SWSP must be submitted to this office no later than **February 1, 2026**.

2. In accordance with section 37-92-308(5), C.R.S., this SWSP cannot be renewed or approved for more than five years and the depletions associated with the proposed water uses must not exceed five years. **This is the first year of approval of this SWSP**.

3. Approval of this SWSP is for the purposes stated herein. Additional uses for the water that is the subject of this SWSP will be allowed only if a new SWSP is approved for those additional uses. The replacement water, which is the subject of this SWSP, cannot be sold or leased to any other entity during the term of this SWSP without prior approval of the Division Engineer.

4. The Applicant shall provide daily accounting (including, but not limited to diversions, depletions, replacement sources, and river calls) on a monthly basis. The accounting must be emailed to the Division Engineer (Craig.Cotten@state.co.us) and the Water Commissioners (Rachel.Rilling@state.co.us and Jared.DePriest@state.co.us), Subdistrict Coordinator Deborah.Sarason@state.co.us, and Water Accounting Operations Specialist Michelle.Lanzoni@state.co.us, within 10 days after the end of the month for which the accounting applies. Accounting and reporting procedures are subject to approval and modification by the Division Engineer.

5. If any term or condition of this SWSP conflicts with any of the terms and conditions of the Plan, the terms and conditions of the Plan shall control.

6. Transit loss for delivery of replacement water to the point of injurious depletions is subject to assessment and modification as determined by the Division Engineer.

7. Any water in storage changed under this SWSP and not used under the 2025/2026 Subdistrict No. 3 ARP must be used to replace injurious depletions under future Subdistrict No. 3 ARP's.

8. The name, address, and phone number of the contact person who will be responsible for the operation and accounting of this SWSP must be provided with the accounting forms to the Division Engineer and Water Commissioner.

9. All deliveries for direct replacement, storage, or recharge shall be measured in a manner acceptable to the Division Engineer. The Applicant shall install and maintain measuring devices as required by the Division Engineer for operation of this SWSP.

10. Release of stored water made available for the replacement of injurious depletions shall be at the discretion of the Water Commissioners or the Division Engineer.

11. The State Engineer may revoke this SWSP or add additional restrictions to its operation if at any time the State Engineer determines that injury to other vested water rights has occurred or will occur as a result of the operation of this SWSP. Should this SWSP expire without renewal or be revoked prior to adjudication of a permanent plan for augmentation , all use of water under this SWSP must cease immediately.

12. The decision of the State Engineer shall have no precedential or evidentiary force, shall not create any presumptions, shift the burden of proof, or serve as a defense in any pending water court case or any other legal action that may be initiated concerning the SWSP. This decision shall not bind the State Engineer to act in a similar manner in any other applications involving other SWSPs or in any proposed renewal of this SWSP, and shall not imply concurrence with any findings of fact or conclusions of law contained herein, or with the engineering methodologies used by the Applicant. Any appeal of a decision made by the State Engineer concerning an SWSP pursuant to section 37-92-308(5), C.R.S., shall be to the Division 3 Water Judge within thirty days of the date of this decision.

Should you have any questions, please contact Melissa van der Poel of this office or Craig Cotten, Division Engineer, in the Division 3 office in Alamosa at (719) 589-6683.

Sincerely,

Sarah Brucker, P.E.
Deputy State Engineer

Attachment: Lease Agreement

cc: Craig Cotten, Division Engineer
Division 3 SWSP Review Team
Rachel Rilling and Jared De Priest, Water Commissioners, Water District 21

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 3 (Conejos) of the Rio Grande Water Conservation District ("herein referred to as "Subdistrict"), and Terrace Irrigation Company, a Colorado nonprofit corporation (herein after referred to as "Lessor") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water right was produced under the plan for augmentation for 2024 and stored in Terrace 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 purposes.

C. The Subdistrict desires to lease 23.85 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict agrees to lease 23.85 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict, which date shall be the "Effective Date" and will end at midnight on April 30, 2026.

1.3. Lease Price. The lease price for the 23.85 acre-feet of water is two hundred dollars [redacted] per acre-foot for a total lease price of [redacted] ($[redacted]) with all $[redacted] due and payable within ten business days after the Effective Date of this agreement.

1.4. Failure to Pay. If the Subdistrict fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 23.85 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2024. After the Effective Date the Lessor will not be entitled to use or dispose of the 23.85 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict shall bear all seepage, evaporation and transit losses on the subject water. The Subdistrict will retain title to unused water, if any, after the Term of this Agreement, except as specified in paragraph 3.3.

1.6. Approvals. The Subdistrict is responsible for obtaining any approvals necessary for their proposed use and delivery of the Stored Water.

2. Storage Agreement. The compensation to be paid by Subdistrict to Lessor to store the Leased Water and deliver the Leased Water to the Delivery Point shall be as follows:

2.1. Subdistrict shall pay an annual administrative fee of [redacted] ($[redacted]) per acre-foot for each acre-foot of Leased Water stored in Terrace Reservoir. In calculating this fee, the amount stored shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this annual fee. Lessor shall invoice Subdistrict no later than December 15th for the annual fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

2.2. In the event of a spill at Terrace Reservoir during the 2025 Irrigation Season, Lessor will notify Subdistrict of the total amount of water that was spilled out of the Terrace shareholders pool in Terrace Reservoir to allow the Subdistrict water to remain in storage. Subdistrict shall pay an administrative fee of [redacted] ($[redacted]) per acre-foot for each acre-foot of Subdistrict water that was not spilled. In calculating this fee, the amount shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this additional fee. Lessor shall invoice the Subdistrict no later than December 15th for this additional administrative fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

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3.1. Lessor's Title. Lessor 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. Lessor 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 is required to be made to any mortgagee, lender, or lien holder.

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3.3. Lessor shall be solely responsible for all operation, maintenance and related costs associated with Terrace Reservoir, and shall maintain full control of its daily operations. Lessor shall have the final decision on when Leased Water can or will be delivered, provided however, that the Lessor shall make reasonable efforts to deliver the Leased Water at times requested by the Subdistrict during the normal irrigation season of each year, subject to coordination with the Division Engineer's Office. Parties agree that the most preferable time for delivery of the Leased Water is between April 1 and October 31. Parties agree to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties. Any of the Leased Water not released by October 31, 2025, may be carried over into the following year(s), however 12% of the water (which represents the annual "shrink"/evaporation rate in Terrace Reservoir) carried over to a subsequent year will be transferred to Lessor's ownership and control and the Subdistrict will have no further rights or obligations concerning the forfeited water. The Leased Water shall be heavy water and will not be spilled from Terrace Reservoir in the event of a spill. The Subdistrict shall be responsible for carriage or transit losses associated with delivery of its Leased Water below the Delivery Point.

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

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 Lessor:	c/o Kent Reinhardt, President P.O. Box 109 Monte Vista, CO 81144 e-mail: reinkvc@gojade.org and lyla@notes-numbers.com phone: 719-852-5638
To Subdistrict:	Deputy General Manager Rio Grande Water Conservation District 8805 Independence Way Alamosa, CO 81101 Fax: 719-992-2026 Email: amber@rgwcd.org

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

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6.2. Survival. Each of the representations and warranties made by Lessor and the Subdistrict 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.

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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 Lessor 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.

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 Lessor may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or the Subdistrict 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 Subdistrict may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the Subdistrict, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

TERRACE IRRIGATION COMPANY

By: Kent Reinhardt 12/16/2024
Date

Name: KENT REINHARDT

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT, WATER ACTIVITY ENTERPRISE

By: Angelo Bellah 12/18/2024
Angelo Bellah, Program Manager **Date**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 3 (Conejos) of the Rio Grande Water Conservation District ("herein referred to as "Subdistrict"), and Terrace Irrigation Company, a Colorado nonprofit corporation (herein after referred to as "Lessor") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water right was produced under the plan for augmentation for 2024 and stored in Terrace 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 purposes.

C. The Subdistrict desires to lease 23.85 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict agrees to lease 23.85 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict, which date shall be the "Effective Date" and will end at midnight on April 30, 2026.

1.3. Lease Price. The lease price for the 23.85 acre-feet of water is [redacted] acre-foot for a total lease price of [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement.

1.4. Failure to Pay. If the Subdistrict fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 23.85 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2024. After the Effective Date the Lessor will not be entitled to use or dispose of the 23.85 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict shall bear all seepage, evaporation and transit losses on the subject water. The Subdistrict will retain title to unused water, if any, after the Term of this Agreement, except as specified in paragraph 3.3.

1.6. Approvals. The Subdistrict is responsible for obtaining any approvals necessary for their proposed use and delivery of the Stored Water.

2. Storage Agreement. The compensation to be paid by Subdistrict to Lessor to store the Leased Water and deliver the Leased Water to the Delivery Point shall be as follows:

2.1. Subdistrict shall pay an annual administrative fee of [redacted] per acre-foot for each acre-foot of Leased Water stored in Terrace Reservoir. In calculating this fee, the amount stored shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this annual fee. Lessor shall invoice Subdistrict no later than December 15th for the annual fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

2.2. In the event of a spill at Terrace Reservoir during the 2025 Irrigation Season, Lessor will notify Subdistrict of the total amount of water that was spilled out of the Terrace shareholders pool in Terrace Reservoir to allow the Subdistrict water to remain in storage. Subdistrict shall pay an administrative fee of [redacted] per acre-foot for each acre-foot of Subdistrict water that was not spilled. In calculating this fee, the amount shall be rounded up to the nearest half an acre-foot. For example, storage of 70.3 acre-feet shall be rounded up to 70.5 acre-feet to calculate this additional fee. Lessor shall invoice the Subdistrict no later than December 15th for this additional administrative fee applicable to storage during the prior water year. Subdistrict shall pay the invoice within 30 days of receipt.

3. Lessor's Obligations and Representations.

3.1. Lessor's Title. Lessor 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. Lessor 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 is required to be made to any mortgagee, lender, or lien holder.

3.2. Upon the Subdistrict's payment as specified in paragraph 1.3, Lessor will change control of the Stored Water over to the Subdistrict.

3.3. Lessor shall be solely responsible for all operation, maintenance and related costs associated with Terrace Reservoir, and shall maintain full control of its daily operations. Lessor shall have the final decision on when Leased Water can or will be delivered, provided however, that the Lessor shall make reasonable efforts to deliver the Leased Water at times requested by the Subdistrict during the normal irrigation season of each year, subject to coordination with the Division Engineer's Office. Parties agree that the most preferable time for delivery of the Leased Water is between April 1 and October 31. Parties agree to make reasonable efforts to affect the delivery of the water within such time-frame, unless another time for delivery is agreed to between the parties. Any of the Leased Water not released by October 31, 2025, may be carried over into the following year(s), however 12% of the water (which represents the annual "shrink"/evaporation rate in Terrace Reservoir) carried over to a subsequent year will be transferred to Lessor's ownership and control and the Subdistrict will have no further rights or obligations concerning the forfeited water. The Leased Water shall be heavy water and will not be spilled from Terrace Reservoir in the event of a spill. The Subdistrict shall be responsible for carriage or transit losses associated with delivery of its Leased Water below the Delivery Point.

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

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 Lessor:
c/o Kent Reinhardt, President
P.O. Box 109
Monte Vista, CO 81144
e-mail: reinkvc@gojade.org
and lyla@notes-numbers.com
phone: 719-852-5638

To Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

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

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 Lessor or the Subdistrict to one another with respect to this Agreement.

6.2. Survival. Each of the representations and warranties made by Lessor and the Subdistrict 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 Lessor 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.

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 Lessor may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or the Subdistrict 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.

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6.10. Recording. The Subdistrict may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the Subdistrict, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

TERRACE IRRIGATION COMPANY

By: Kent Reinhardt 12/16/2024
Date

Name: KENT REINHARDT

SPECIAL IMPROVEMENT DISTRICT NO. 6 OF THE RIO GRANDE WATER CONSERVATION DISTRICT, WATER ACTIVITY ENTERPRISE

By: Angelo Bellah 12/18/2024
Angelo Bellah, Program Manager **Date**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into between the Water Activity Enterprise of Special Improvement District No. 3 (Conejos) of the Rio Grande Water Conservation District ("herein referred to as "Subdistrict"), and Terrace Irrigation Company, a Colorado nonprofit corporation (herein after referred to as "Lessor") as the owner of certain decreed water rights decreed for augmentation use and stored in Terrace Reservoir (collectively "Parties" or in the singular "Party").

INTRODUCTORY RECITALS

A. The Lessor holds title to a decreed plan for augmentation which includes a portion of the water right, as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water right was produced under the plan for augmentation for 2025 and stored in Terrace 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 purposes.

C. The Subdistrict desires to lease 23.85 acre-feet of said augmentation water from Lessor 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. Lease Agreement.

1.1. Lease Agreement. Subject to the terms of this Agreement, the Subdistrict agrees to lease 23.85 acre-feet of augmentation water stored in Terrace Reservoir ("Stored Water").

1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Lessor and the Subdistrict, which date shall be the "Effective Date" and will end at midnight on April 30, 2027.

1.3. Lease Price. The lease price for the 23.85 acre-feet of water is [redacted] per acre-foot for a total lease price of [redacted] seventy dollars [redacted] with all [redacted] due and payable within ten business days after the Effective Date of this agreement.

1.4. Failure to Pay. If the Subdistrict fails to pay when due the lease payment required herein, then this Agreement will terminate in full, Lessor shall retain title to the Stored Water and the Agreement shall be void.

1.5. Water Subject to the Agreement. The water subject to this Agreement is 23.85 acre-feet of the augmentation water which was stored in Terrace Reservoir during 2025. After the Effective Date the Lessor will not be entitled to use or dispose of the 23.85 acre-feet of Stored Water under this lease and, thereafter, the Subdistrict shall bear all seepage, evaporation and transit losses on the subject water. The Subdistrict will retain title to unused water, if any, after the Term of this Agreement, except as specified in paragraph 3.3.

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To Lessor:
c/o Kent Reinhardt, President
P.O. Box 109
Monte Vista, CO 81144
e-mail: reinkvc@gojade.org
and lyla@notes-numbers.com
phone: 719-852-5638

To Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
Fax: 719-992-2026
Email: amber@rgwcd.org

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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 Lessor may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Lessor, which consent shall not be unreasonably withheld.

6.7. Litigation. If the Lessor and/or the Subdistrict 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.

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6.10. Recording. The Subdistrict may record this Agreement or a Memorandum of this Agreement at its own expense.

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. Lessor's Acknowledgment. Lessor 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 Lessor by the Subdistrict, or by its employees, agents, or representatives, and no modifications to this Agreement will be claimed by Lessor except for written amendments or waivers executed by the Parties.

TERRACE IRRIGATION COMPANY

By: Kent Reinhardt _____ 2/9/2026 **Date**

Name: KENT REINHARDT

SPECIAL IMPROVEMENT DISTRICT NO. 3 OF THE RIO GRANDE WATER CONSERVATION DISTRICT, WATER ACTIVITY ENTERPRISE

By: Angelo Bellah _____ 2/9/26 **Date**

Angelo Bellah, Program Manager

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY
ARTHUR L. SAYRE

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
3401 QUEBEC ST., SUITE 3400
DENVER, COLORADO 80264

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
peterampe@hillandrobbins.com
arthursayre@hillandrobbins.com

February 12, 2026

Jason Ullmann, P.E.
State Engineer
State Engineer's Office
1313 Sherman Street, Room 818
Denver, Colorado 80202

VIA DWR PORTAL

Re: Renewal Request for a Substitute Water Supply Plan for the 2026/2027 water year for the purpose of changing the purpose of use of a water right for Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise.

SWSP ID 9526

Dear Mr. Ullman,

Special Improvement District No. 3 of the Rio Grande Water Conservation District, acting by and through its Water Activity Enterprise ("Subdistrict No. 3") submits this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2026 to April 30, 2027. The filing fee will be paid through the DWR portal.

This is the second request from Subdistrict No. 3 for approval an administrative change regarding this water.

A certificate of service showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado is attached as Exhibit A.

This SWSP does not represent all sources of water Subdistrict No. 3 will use to remedy injurious depletions and does not limit the other actions being taken by Subdistrict No. 3 in order to meet the requirements of the Plan of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by Subdistrict No. 3 to assure the 2026/2027 Annual Replacement Plans conforms with the requirements of the Plan of Water Management. This SWSP application is intended to provide a part of the water supplies to be used in the Subdistrict No. 3's Annual Replacement Plans, but the approval of this SWSP does not have the effect of approving the Annual Replacement Plan. The Annual Replacement Plan approval is a separate process.

I. 23.85 Acre-Feet of Water Stored in Terrace Reservoir, Water Division No. 3.

The Terrace Irrigation Company is the owner of a decreed plan for augmentation which includes a portion of the water right as originally set forth in a change decree entered in Case No. 1982CW97 (Water Division 3) on November 22, 1983. This water was produced under the plan for augmentation and stored in Terrace Reservoir in 2023. The Terrace Irrigation Company is leasing 23.85 acre-feet of said water stored in Terrace Reservoir to Subdistrict No. 3. Evidence of the Subdistrict's right to use this water is provided in Exhibit B.

II. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of approving the change of the water rights listed above to include augmentation, replacement, remedy, including by substitution and exchange, for use as part of Subdistrict No. 3's Annual Replacement Plans. The water will be released from Terrace Reservoir at the direction of the Division Engineer to remedy injurious depletions to the Alamosa River, as described in the Plan of Water Management and Annual Replacement Plans.

III. Change of Water Right.

The water right to be changed is 23.85 acre-feet of water stored by the Terrace Reservoir Company in Terrace Reservoir.

IV. Operation of Plan.

Subdistrict No. 3 will release this water from Terrace Reservoir under the direction of the Division Engineer to remedy injury caused by the withdrawal of groundwater by wells within the Subdistrict No. 3 Annual Replacement Plan or otherwise to comply with the requirements of that Plan. Subdistrict No. 3 understands that the Division Engineer may impose reasonable losses on the use or exchange of the water under the SWSP due to evaporation or other factors. Subdistrict further understands that, to the extent these 23.85 acre-feet are not released from storage or otherwise consumed, such amounts may be carried over and used in subsequent Annual Replacement Plans without the need for a subsequent Substitute Water Supply Plan.

Subdistrict No. 3 hereby requests that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

/s Arthur L. Sayre
Subdistrict No. 3
Arthur L. Sayre, Esq.
Peter J. Ampe, Esq.

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for a Substitute Water Supply Plan for the 2026/2027 water years for the purpose of changing purpose of use of water rights for Special Improvement District No. 3 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (February 12, 2026) this 12th day of February 2026 via email to the following email addresses:

lynstewarthunter@gmail.com; dms@fmcwater.com; gregg.teneyck@lrewater.com; epi@riousa.com; coyotegulch@mac.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; Mary.Presecan@SpherosEnv.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; KNEWMYER@HPKWATERLAW.COM; steve@atenciolaw.net; sroberts@spronkwater.com; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; jnslade657@gmail.com; rodney.clark@co.usda.gov; SWSP@troutlaw.com; jdischinger@fwlaw.com; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; trb@tbvs.net; kburgemeister@lawoftherockies.com; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; fuchsranchinc@gmail.com; JEREMY@BOULDERVALLEYRE.COM; whillhouse@hfak.com; whcaile@hollandhart.com; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; dniemela@bbawater.com; mwelsh@elementwaterinc.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; CLINTON@DAVENG.COM; amalotte@bbawater.com; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; STEVE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; thunter@travelin.com; jonathan@ingramdrilling.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; benl@lewicki.biz; DEBORAH.SARASON@STATE.CO.US; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; A700pilot@gmail.com; nicole@nvlangley.net; amr@amr-law.com; lescobar.ana@gmail.com; jeremy@wellsengineering.net; dfisher@hfak.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; 5hearts@q.com; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; kara.sobieski@wilsonwatergroup.com; Kcurtis@DOLORESWATER.COM;

patrick@waterlaw.com; kjcrandall@hollandhart.com; mkobza@bouldercounty.org; pfoster@wrightwater.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; roberta.barela@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; JOAN.CHAVEZ@STATE.CO.US; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; cjjj2003@yahoo.com; mayatk30@gmail.com; kadr@bhgrlaw.com; DURANGOOFFICE@SGM-INC.COM; mparker3113@gmail.com; rkropf@somachlaw.com; cody.steuben@gmail.com; anthonyfarinacci@gmail.com; ryan.unterreiner@state.co.us; elizabeth.joyce@coag.gov; dmr247@gmail.com; andrea.bronson@dgslaw.com; AILIS.THYNE@STATE.CO.US; hayden@erccolorado.net; chris@rgwcd.org; rachel@kullmanwater.com; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; MG@BHGRLAW.COM; kelsey.briggs@lrewater.com; OJOHN.KUENHOLD@GMAIL.COM; GMW@BHGRLAW.COM; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; cogreenacres@gmail.com; jon.erickson@state.co.us; kckennedy163@gmail.com; jason.brothers@summitwatereng.com; CHRISTY.WOODWARD@COGA.ORG; wwombacher@nswlaw.com; MATTHEW@MERRILLWATERLAW.COM; TAMMY@PKENTERPRISESINC.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; Heather@slvwcd.org; jmthornton7@msn.com; highpeakswell@gmail.com; willie@mvproduce.com; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; AJONES@PANDREWJONES.COM; stagecoach.office@gmail.com; jason@agro.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org; currantricklaw@gmail.com; bzivkovich@mhfd.org; tarn.udall@coag.gov; thegoldenhoof@icloud.com; javier.vargasjohnson@state.co.us; ltiedemann@bbawater.com; srsypher@gmail.com; STEVEW@SWWCD.ORG; mneale@fcgov.com; twinpeakllc19@gmail.com; mary.boardman@state.co.us; logan@quantumwaterco.com; joseph_chafey@nps.gov; austin@coloradofb.org; matthewmontgomery@hillandrobbins.com; matt.whittaker@icloud.com; wylie@rgwcd.org; pkbogle@hotmail.com; tdowning@wrightwater.com; mkruse@kruselawpllc.com; Michael@ColoradoRiverEng.com; rpittinger@wrightwater.com; jon@mountainranchandhome.com; news@krcc.org; efahrney@bbawater.com; lakebum60@gmail.com; jallmon@live.com; JWelch@epcor.com; johnsdelatour@gmail.com; sjeffers@lyonsgaddis.com; jpandleah@gmail.com; rose@rgwcd.org; nfillo@fcgov.com; michael.eytel@ae2s.com; april@rgwcd.org; michelle.lanzoni@state.co.us; wadethenderson@gmail.com; pjaacks@bfwlaw.com; patrick@soilhealthservices.com; jimjopustizzi@gmail.com; linda@lcwaterlaw.com; angelo@rgwcd.org; btyner@tynerengineering.com; cwoodard@BH-Lawyers.com; evelyn.mcdonald@usdoj.gov; JKIRSCHENBAUM@CHP-LAW.COM; taylor@rgwcd.org; kathi.lapoint@corteva.com; johnj@white-jankowski.com; lratcliff@mbssllp.com; rggarcia3@gmail.com; webb81154@gmail.com; wellinspector@msn.com; eric.peterson@whitesandswater.com; andrewlryder@gmail.com; joe@clearwatercolorado.com; mparsons@chp-law.com; shawcroftbartfarming@gmail.com; katharine.anderson@state.co.us; szilliox@brwncald.com;

mail@cjzwaterlaw.com; taosullivan@fredweberinc.com; tynerrye@gmail.com; adam.kremers@gmail.com; dana.showalter@coag.gov; robert.sakata@state.co.us; don@clearwatercolorado.com; madeline.wilson@colostate.edu; miller@waterexchange.com; aidan.hulting@koaa.com; dstaudt@rjh-consultants.com; kerry.major@state.co.us; clayton@agro.com; austin@waterexchange.com; jessica.valdez@state.co.us; KATHERINE.CARTER@BHGRLAW.COM; madison@quantumwaterco.com; aley@svolgeregroup.com; ALadd@dickinson-wright.com; LRatcliff@somachlaw.com; newearthcolorado@gmail.com; ADAM.CROWDER@STATE.CO.US; cosmo433@gmail.com; pjaacks@jjnrlaw.com; abonatogach@coloradowatertrust.org; sudeefloyd@me.com; AKEHRL@LYONSGADDIS.COM; john@hpkwaterlaw.com; nphelps@schnabel-eng.com; bcrowell@saguachecounty-co.gov; ed.armbruster@whitesandswater.com; amber.lidell@usda.gov; ashley.moffatt@spherosenv.com; cway@ciginvest.com; etrout@fwlaw.com;

s/ *Arthur L. Sayre*
Arthur L. Sayre

EXHIBIT B

BILL OF SALE

ROSALIND L. WEAVER, a natural person whose address is 0270 County Road 14A, Del Norte CO 81132 ("Seller"), agrees to sell and the **RIO GRANDE WATER CONSERVATION DISTRICT**, for and on behalf of the **WATER ACTIVITY ENTERPRISE OF SPECIAL IMPROVEMENT DISTRICTS NO. 2, NO. 3, AND NO. 6, RESPECTIVELY OF THE RIO GRANDE WATER CONSERVATION DISTRICT**, a body corporate and politic and a political subdivision of the state of Colorado whose principal address is 8805 Independence Way, Alamosa, Colorado 81101 ("Buyer") agrees to buy 110 acre-feet of water owned by Seller and currently stored in Rio Grande Reservoir for [redacted] Said water was stored under the Pine River Weminuche Pass Ditch water rights originally decreed in Case No. 1248-B, District Court, La Plata County, Water District 31 (March 7, 1966).

Payment will be made on or before July 13 2024, by check. Upon receiving the payment, Seller will execute a Quit Claim Deed in favor of Buyer.

Rosalind L. Weaver
Rosalind L. Weaver

July 12, 2024
Date

Amber Pacheco
Rio Grande Water Conservation District
By: Amber Pacheco, Deputy General Manager

July 17, 2024
Date

DAVID W. ROBBINS
PETER J. AMPE
MATTHEW A. MONTGOMERY

ROBERT F. HILL (Ret.)

HILL & ROBBINS, P.C.
ATTORNEYS AT LAW
3401 QUEBEC STREET, SUITE 3400
DENVER, COLORADO 80207

TELEPHONE
303 296-8100

FAX
303 296-2388

E-MAIL
webmaster@hillandrobbins.com

WEBSITE
www.hillandrobbins.com

February 20, 2025

Mr. Jason Ullmann, P.E.
State Engineer/Director
Colorado Division of Water Resources
1313 Sherman Street, Room 818
Denver, Colorado 80203

VIA DWR PORTAL

Re: **Request for Substitute Water Supply Plan for 2025/2026 Annual Replacement Plan year for the purpose of changing purpose of use of water rights for Special Improvement Districts No. 2, No. 3, and No. 6 of the Rio Grande Water Conservation District pursuant to section 37-92-308(5), C.R.S.**

Dear Mr. Ullmann,

Special Improvement Districts No. 2, No. 3, and No. 6 of the Rio Grande Water Conservation District ("Subdistricts") submit this request to approve a Substitute Water Supply Plan ("SWSP"), to run from May 1, 2025 to April 30, 2026. The $300.00 filing fee will be paid through the DWR Portal. A certificate of mailing showing service of this Request for Approval of a Substitute Water Supply Plan to all parties who have subscribed to the SWSP notification list for Water Division No. 3, Colorado. *See* Exhibit A.

Water derived from the water right herein has not been previously approved as part of an SWSP.

This SWSP does not represent all sources of water the Subdistricts will use to remedy injurious depletions and does not limit the other actions being taken by the Subdistricts in order to meet the requirements of the respective Plans of Water Management as approved by the State Engineer. Instead, this SWSP is one portion of the overall actions taken by the Subdistricts to assure the 2025/2026 Annual Replacement Plan conforms with the requirements of the respective Plans of Water Management.

This SWSP application is intended to provide a part of the water supplies to be used in the respective Subdistricts Annual Replacement Plan, but the approval of this SWSP does not have the effect of approving any of the respective Annual Replacement Plans. The Annual Replacement Plan approval is a separate process.

I. Project Description.

This request for approval of a SWSP is being submitted pursuant to section 37-92-308(5), C.R.S. for the purpose of changing the water rights listed below to include remedy, augmentation or replacement, including by substitution or exchange within the Rio Grande basin.

The Subdistricts will use the water stored under this SWSP by making releases from certain reservoirs at the time required by the Annual Replacement Plan and/or the direction of the State and Division Engineers. Such use is set forth in more detail in Section III, below.

II. Change of Water Rights.

The following water rights are included in this SWSP as water rights to be changed as requested herein:

Pine River Weminuche Pass Ditch Transbasin Diversion currently held in Rio Grande Reservoir in the amount of 110 acre-feet.

Transbasin water under this water right is diverted under the decrees held by Rosalind L. Weaver and stored in Rio Grande Reservoir in previous years. The 110 acre-feet is allocated among the Subdistricts as follows: Subdistrict No. 2: 10.7 acre-feet; Subdistrict No. 3: 21.5 acre-feet; Subdistrict No. 6: 77.8 acre-feet.

This water decreed by the District Court in and for La Plata County in In the Matter of the Supplemental Adjudication of Priorities of Water Rights to the Use of Water in Water District No. 31, Pine River and its Tributaries in Colorado, Case No. CA1248-B (March 7, 1966); subsequent decrees include 1984CW16 and 1994CW62. This water is decreed for storage and irrigation purposes.

The water right listed herein has been diverted from one basin to another and requires no reconsideration of the historic return flow patterns from use in the receiving basin and such water is considered fully consumable, as previously found by the Division of Water Resources in approving the request for SWSP ID 6182. See also *City of Thornton v. Bijou Irrigation Co.*, 926 P.2d 1 (Colo. 1996); § 37-82-106, C.R.S.

Evidence of the Subdistricts' right to use the water listed in this paragraph II is attached as Exhibit B.

III. Operation of Plan.

The water right listed above, in combination with the other water rights listed as part of the overall water portfolio in the respective Annual Replacement Plans, will be released from storage to augment injurious depletions within Water Division No. 3. This SWSP is intended to change the purpose of use for the above listed water. Because the above listed water rights have

been diverted from one basin to another, there is no duty to consider historic return flow patterns from use in the receiving basin and such water is fully consumable. *See*, *City of Thornton v. Bijou Irrigation Co.*, 926 P.2d 1 (Colo. 1996); § 37-82-106, C.R.S. Courts have previously performed a historic diversion analysis of the water rights listed above.

At the direction of the Division Engineer for Division No. 3 and the appropriate water commissioners, and the consent of the Colorado Division of Parks and Wildlife, Beaver Park Reservoir may be used as a re-regulating reservoir to more appropriately time replacement water to replace injurious depletions. Such releases may also be made by exchange from Rio Grande, Continental or Santa Maria Reservoir(s) to Beaver Park Reservoir.

It is our understanding that, to the extent this water remains in storage and is not used to meet the requirements of the Annual Replacement Plan, this SWSP for this 110 acre-feet need not be renewed.

The Subdistricts hereby request that the State Engineer approve this Substitute Water Supply Plan which is submitted in compliance with section 37-92-308(5), C.R.S.

Very truly yours,

s/ Peter J. Ampe
Peter J. Ampe

/PJA
Enclosures

EXHIBIT A

CERTIFICATE OF SERVICE

This is to certify that I have duly served the forgoing Request for Renewal of Substitute Water Supply Plan for 2025/2026 water year for the purpose of changing purpose of use of water rights for Special Improvement District Nos. 2, 3, and 6 of the Rio Grande Water Conservation District pursuant to § 37-92-308(5), C.R.S. upon all person listed on the Substitute Water Supply Plan Notification List for Water Division No. 3 (February 20, 2025) this 20th day of February 2025 as follows:

epi@riousa.com; fmw@cowaterlaw.com; tod@tjs-law.com; assistant@waterlaw.tv; gburke@jehnwater.com; cburr@wsmtlaw.com; dfbower@j-rlaw.com; rajohnson@j-rlaw.com; steve@atenciolaw.net; sarad@balcombgreen.com; pflood@wrightwater.com; MELANIE@WHITE-JANKOWSKI.COM; jnslade657@gmail.com; SWSP@troutlaw.com; jdischinger@fwlaw.com; trb@tbvs.net; theresa@quantumwaterco.com; ntedela@blm.gov; sitdesignsco@gmail.com; fuchsranchinc@gmail.com; whillhouse@hfak.com; whcaile@hollandhart.com; ashley19@hotmail.com; groves@waterlaw.com; becca@frontier.net; gardnerite@juno.com; wallacem@bouldercolorado.gov; dianawleggett@hotmail.com; amalotte@bbawater.com; STEVE@CLEARWATERCOLORADO.COM; thunter@travelin.com; scolehatchard@frontline.net; cc@craigcoronalaw.com; REDDINCS@YAHOO.COM; JUSTIN.BIERI@STATE.CO.US; LAURA.NELSEN@STATE.CO.US; benl@lewicki.biz; ivan.franco@state.co.us; RALF@CENTURYLINK.NET; amr@amr-law.com; lescobar.ana@gmail.com; MARGARET.TAYLOR@STATE.CO.US; JANET.WILLIAMS@LREWATER.COM; bcourtney@elementwaterinc.com; rbrian.david@gmail.com; kara.sobieski@wilsonwatergroup.com; patrick@waterlaw.com; mkobza@bouldercounty.org; MELISSA.VANDERPOEL@state.co.us; pfoster@wrightwater.com; rmehren@mwhw.com; Rob.Viehl@state.co.us; Dinges2302@msn.com; sclarson@j-rlaw.com; admin@e-partz.com; JOAN.CHAVEZ@STATE.CO.US; cjjj2003@yahoo.com; DURANGOOFFICE@SGM-INC.COM; mparker3113@gmail.com; rkropf@somachlaw.com; anthonyfarinacci@gmail.com; elizabeth.joyce@coag.gov; hayden@erccolorado.net; rachel@kullmanwater.com; dthompson@somachlaw.com; MG@BHGRLAW.COM; kelsey.briggs@lrewater.com; OJOHN.KUENHOLD@GMAIL.COM; GMW@BHGRLAW.COM; cogreenacres@gmail.com; kckennedy163@gmail.com; CHRISTY.WOODWARD@COGA.ORG; wwombacher@nswlaw.com; TAMMY@PKENTERPRISESINC.COM; Heather@slvwcd.org; jmthornton7@msn.com; highpeakswell@gmail.com; willie@mvproduce.com; AJONES@PANDREWJONES.COM; jason@agro.com; tarn.udall@coag.gov; ltiedemann@bbawater.com; STEVEW@SWWCD.ORG; twinpeakllc19@gmail.com; austin@coloradofb.org; matthewmontgomery@hillandrobbins.com; wylie@rgwcd.org; pkbogle@hotmail.com; tdowning@wrightwater.com; mkruse@kruselawpllc.com; rpittinger@wrightwater.com; jhowe@wrightwater.com; jon@mountainranchandhome.com; news@krcc.org; JWelch@epcor.com; sjeffers@lyonsgaddis.com; jpandleah@gmail.com; rose@rgwcd.org; nfillo@fcgov.com; wadethenderson@gmail.com; btyner@tynerengineering.com; lynstewarthunter@gmail.com; dms@fmcwater.com;

gregg.teneyck@lrewater.com; coyotegulch@mac.com; sschroeder@geiconsultants.com; Mary.Presecan@LREwater.com; KNEWMYER@HPKWATERLAW.COM; sroberts@spronkwater.com; pdn@bhgrlaw.com; dg@mtvag.com; john.gerstle@alum.mit.edu; trinirr@gojade.org; rodney.clark@co.usda.gov; t.c.zimm@hotmail.com; rosie-333@hotmail.com; bwombacher@gmail.com; kburgemeister@lawoftherockies.com; peterampe@hillandrobbins.com; tom@greenearthfarm.com; jdilalla@mwhw.com; JEREMY@BOULDERVALLEYRE.COM; RNOONE@NOONELAW.COM; TRINCHERAIRRIGATION2@GMAIL.COM; dniemela@bbawater.com; mwelsh@elementwaterinc.com; CLINTON@DAVENG.COM; cleavesimpson@gmail.com; MICHELLE@CLEARWATERCOLORADO.COM; dsmithaz@gmail.com; andrew.flor@state.co.us; Kevin.Donegan@state.co.us; jonathan@ingramdrilling.com; COLIN.WATSON@STATE.CO.US; JOHN.SIMPSON@STATE.CO.US; SAM.RIGGENBACH@STATE.CO.US; DEBORAH.SARASON@STATE.CO.US; A700pilot@gmail.com; nicole@nvlangley.net; jeremy@wellsengineering.net; dfisher@hfak.com; 5hearts@q.com; Carrie_Cordova@fws.gov; craig.cotten@state.co.us; David.Hofmann@state.co.us; dhicks@vanion.com; gary1beers@gmail.com; joshua.j.mattson@xcelenergy.com; Kcurtis@DOLORESWATER.COM; kjcrandall@hollandhart.com; pete.conovitz@state.co.us; pboddie@hrswater.com; rppittinger@gmail.com; roberta.barela@state.co.us; bpaddock@chp-law.com; zthode@lehiwater.com; gotdew2nite@gmail.com; kevin.boyle@state.co.us; hanna.anderson@lrewater.com; gary@garybethunepe.pro; CURTIS.CHAVEZ@YAHOO.COM; mbmiller@usbr.gov; mayatk30@gmail.com; kadr@bhgrlaw.com; cody.steuben@gmail.com; ryan.unterreiner@state.co.us; dmr247@gmail.com; andrea.bronson@dgslaw.com; chris@rgwcd.org; BECKY.BAILEY@LREWATER.COM; executivedirector@headwatersalliance.org; brucewhiteheadh2o@gmail.com; tlagreca@coloradowatertrust.org; zimmerman@waterexchange.com; SHELLY@QUANTUMWATERCO.COM; jon.erickson@state.co.us; jason.brothers@summitwatereng.com; MATTHEW@MERRILLWATERLAW.COM; beth@vanvurst-law.com; darin.schepp@state.co.us; ctspear@yahoo.com; rg2@earthlink.net; BRAD@LCWATERLAW.COM; RYAN@LCWATERLAW.COM; stagecoach.office@gmail.com; jeyljy@yahoo.com; btlevene@gmail.com; Daryl.Kohut@usda.gov; dmccarl@mbssllp.com; amber@rgwcd.org; currantricklaw@gmail.com; thegoldenhoof@icloud.com; srsypher@gmail.com; mneale@fcgov.com; gpaulsen@bh-lawyers.com; mary.boardman@state.co.us; logan@quantumwaterco.com; joseph_chafey@nps.gov; john@jdbuchananlaw.com; matt.whittaker@icloud.com; Michael@ColoradoRiverEng.com; efahrney@bbawater.com; jallmon@live.com; johnsdelatour@gmail.com; astone@agwt.org; cwoodard@BH-Lawyers.com; taylor@rgwcd.org; kathi.lapoint@corteva.com; lratcliff@mbssllp.com; webb81154@gmail.com; andrewlryder@gmail.com; joe@clearwatercolorado.com; mparsons@chp-law.com; taosullivan@fredweberinc.com; robert.sakata@state.co.us; don@clearwatercolorado.com; madeline.wilson@colostate.edu; miller@waterexchange.com; austin@waterexchange.com; michael.eytel@ae2s.com; michelle.lanzoni@state.co.us; pjaacks@bfwlaw.com; patrick@soilhealthservices.com; linda@lcwaterlaw.com; angelo@rgwcd.org; evelyn.mcdonald@usdoj.gov; JKIRSCHENBAUM@CHP-LAW.COM; johnj@white-

jankowski.com; rggarcia3@gmail.com; wellinspector@msn.com; shawcroftbartfarming@gmail.com; katharine.anderson@state.co.us; szilliox@brwncald.com; mail@cjzwaterlaw.com; tynerrye@gmail.com; aidan.hulting@koaa.com; dstaudt@rjh-consultants.com; clayton@agro.com;

s/ *Peter J. Ampe*
Peter Ampe

EXHIBIT B

Quitclaim Deed
(Water in Storage)

THIS DEED, Made this 12th day of July, 2024, between

[redacted]

whose address is [redacted] Grantor, and

The Rio Grande Water Conservation District, a body corporate and politic and a political subdivision of the state of Colorado whose principal address is 8805 Independence Way, Alamosa, Colorado 81101, Grantee.

WITNESSETH, That the Grantor, for and in consideration of the sum of [redacted] **dollars** [redacted] and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and quitclaimed, and by these presents does grant, bargain, sell and quitclaim unto the Grantee, its heirs and assigns for forever, 110 acre-feet of water stored in Rio Grande reservoir, as described in Exhibit A.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto the Grantee, its heirs, successors and assigns forever.

IN WITNESS WHEREOF, The Grantor has executed this deed on the date first written above.

[*remainder of this page intentionally left blank*]

[redacted]

[redacted]

STATE OF COLORADO)
)ss.
COUNTY OF ALAMOSA)

The foregoing instrument was acknowledged before me this 12th day of July, 2024 2024, by Rosalind L. Weaver. Witness my hand and official seal.

Laticia Mortensen-Caton
NOTARY PUBLIC
State of Colorado
Notary ID 20014001013
My Commission Expires 2/16/2026

Notary Public

My Commission Expires: 2/16/2026

Exhibit A
Water in Storage

110 Acre-Feet stored in Rio Grande Reservoir, from the Pine River Weminuche Pass Ditch water rights originally decreed in Case No. 1248-B, District Court, La Plata County, Water District 31 (March 7, 1966).

APPENDIX G

Forbearance Agreements

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Alamosa Spring Creek Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Alamosa Spring Creek Ditch and the water rights decreed thereto. The Alamosa Spring Creek Ditch diverts water from the Alamosa River in the SE1/4 NW1/4 of Section 11, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 30.32 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

AV Ten Years (May 1, 2023 through April 30, ~~3033~~) 2033 - AV

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 29, 41 and 54 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
29	5.76
41	18.14
54	6.42

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Alamosa Spring Creek Ditch
20500 County Road 10.75
La Jara, CO 81140

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Alamosa Spring Creek Ditch

By: _____ 03/24/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Alamosa Spring Creek Ditch

Address to mail payment to: 20500 County Road 10.75
La Jara, CO 81140

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Arroya Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

CC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

CC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Arroya Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ NE ¼ of Section 12, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 53.12 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

__X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
36	53.12

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Arroya Ditch Owner

By: _____ 4-7-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/7/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/7/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Arroya Ditch Co Audrey Schmidt

Address to mail payment to: 21731 State Hwy 285
La Jara, CO 81140

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Capulin Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

✓ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

✓ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Capulin Ditch and the water rights decreed thereto. The Capulin Ditch diverts water from the Alamosa River in the SW1/4 SE1/4 of Section 9, Township 35 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 31.37 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 10 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
10	31.37

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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:

Caplin Ditch Co
395 First St.
Sanford, CO 81151

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Capulin Ditch

By: _____ 4-10-23
Joseph Valdez Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Capulin Ditch Co.

Address to mail payment to: 395 First St.

San Ford, CO 81151

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Clark Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

IS Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

IS Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Clark Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SE ¼ SW ¼ of Section 4, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.75 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

__X__ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
58	6.75

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 5.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Silva Farm & Ranch, LLC / Clark Ditch
15735 State Highway 15
La Jara, CO 81140

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Clark Ditch

By: Inocencio Silva 04/24/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/25/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/25/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: **Silva Farm & Ranch LLC**

Address to mail payment to: **15735 State HWY 15, La Jara, CO 81140**

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Commonwealth Irrigation Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Empire Canal ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SE ¼ NE ¼ of Section 2, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 85.0 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

LC Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
105	85.0

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 20.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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
P.O. Box 993
Alamosa, CO 81101

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Commonwealth Irrigation Company

By: Lauren Crowder 3-14-2024
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/22/24
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/22/24
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Commonwealth Irrigation Company

Address to mail payment to: P.O. Box 993
Alamosa, CO 81101

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Cottonwood Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__C__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__C__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Cottonwood Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NW ¼ NW ¼ of Section 12, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 35.70 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

__X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
44	8.46
55	5.65
82	21.59

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 40 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Cotton wood Ditch Co
12526 County RD 2
LaJara, CO 81140

Robert Horton

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Cottonwood Ditch Owner

By: _____ 4-7-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/7/23
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/7/23
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Cottonwood Ditch Co

Address to mail payment to: Robert Horton

12526 County RD. Z LaJara CO 81140

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Cristobal Rivera Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AT Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AT Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Cristobal Rivera Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SE ¼ of Section 9, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.08 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

__X__ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
15	7.08

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the

total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Cristobal Rivera Ditch Owner

By: _____ 3/13/24
Alan Miller ~~XXX XX~~ 30% Date

By: _____ 3/13/24
Gerald Faucette 56% Date

By: Robert Marquez 3/23/24
Robert Marquez 7% Date

By: Samuel Marquez by Lorine Marquez Date Mar. 23 - 24
Samuel Marquez 7%

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/28/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/28/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Alan Miller (29%)
   [redacted]
2. Gerald Faucette (56%)
   [redacted]
3. Robert Marquez (~~15%~~) 7%

   _____
4. Sammy Marquez 7%
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the El Viejo Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JT Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JT Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the El Viejo Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ NW ¼ of Section 1, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 14.4 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

47 Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
1	14.4

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the

total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

El Viejo Ditch Owner

By: _____ 3/13/24
Alan Miller 29% Date

By: _____ 3/13/24
Gerald Faucette 55% Date

By: _____ 3/13/24
Joe McCann 3% Date

By: _____ 3/13/24
Bennie Martinez 1% Date

By: _____ 4/8/24
Cala Rodriguez 1% Date

By: _____
Harlin Hanson 1% Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/24
Angelo Bellah, Program Manager Date

El Viejo Ditch Owner

By: _____ 3/13/24
Alan Miller 39% Date

By: _____ 3/13/24
Gerald Faucette 55% Date

By: _____ 3/13/24
Joe McCann 3% Date

By: _____ 3/13/24
Bennie Martinez 1% Date

By: _____
Cala Rodriguez 1% Date

By: _____ 4/5/24
Harlin Hanson 1% Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/30/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/30/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: El Viejo Ditch

Address to mail payment to: 20758 county rd. 10
La Jara CO 81140

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Flintham Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Flintham Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SE ¼ of Section 10, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 27.125 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
45	2.225
69	24.9

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $\$ \_\_1\_\_$ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Flintham Ditch
13609 County Road Z
La Jara, CO 81140

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Flintham Ditch

By: _____ 2-14-2024
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 2/20/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 2/20/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Flintham Ditch

Address to mail payment to: 13609 County Road Z
La Jara, CO 81140

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Gabino Gallegos Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LU Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

LU Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Gabino Gallegos Ditch and the water rights decreed thereto. The Gabino Gallegos Ditch diverts water from the Alamosa River in the SW1/4 SW1/4 of Section 6, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 33.00 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

XX Ten Years (May 1, 2023 through April 30, ~~3033~~ 2033 XX)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 11 and 113 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
11	13.00
113	20.00

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: [redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Gabino Gallegos Ditch

By: _____ 03/26/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Gabino Gallegos Pitch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owners of the Gallegos D3 Ditch ("Owners") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

TRL Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

TRL Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owners own and operate the Gallegos D3 Ditch ("Ditch") and the water rights decreed thereto. The Gallegos D3 Ditch diverts water from the Alamosa River in the SW1/4 SW1/4 of Section 3, Township 35 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 14.94 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owners are 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 Owners' water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owners agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owners.

2.1. During the term of this Agreement, the Owners will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 46 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owners and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating

under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
46	14.94

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Owners $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owners $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owners with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owners; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owners will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owners with an accounting of the unreplaced injurious depletions to the water rights of the Owners and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owners 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 Ditch. Under this Agreement the Owners 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 the Owners will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owners: [redacted]

To the Subdistricts:

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 Owners' default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owners' remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Owners and the Subdistricts. 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 Owners may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owners, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owners in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owners on or before December 31, of each year for the term of the Agreement.

Gallegos D3 Ditch Owners

By: Veronica R. Gallegos — 4/11/2023
Date

By: _____ _____
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/12/23
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/12/23
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Veronica R. Gallegos

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Garcia No. 2 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Garcia No. 2 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SW ¼SE ¼ of Section 9, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 5.54 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
13	5.54

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $70.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the

payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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: _____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Ditch Owner

By: Bob Peterson _____ 4/5/23 _____
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/5/23 _____
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/5/23 _____
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. ____
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ _____
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

18.05 % 1. Ginnett Valdez [redacted]
27.80 % 2. Rudolph Quintana [redacted]
36.10 % 3. Bob Peterson [redacted]
18.05 % 4. Mark McCarroll [redacted]
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owners of the Head Overflow No. 5 Ditch ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owners owns and operate the Head Overflow No. 5 Ditch ("Ditch") and the water rights decreed thereto. The Head Overflow No. 5 Ditch diverts water from the Alamosa River in the SW1/4 SW1/4 of Section 36, Township 36 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 155.725 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owners are 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 Owners' water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owners agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

E.G. MB J.S. Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owners.

2.1. During the term of this Agreement, the Owners will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 13 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owners and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating

under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
27	49.8
60	16.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Owners $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owners $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owners with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owners; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owners will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owners with an accounting of the unreplaced injurious depletions to the water rights of the Owners and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owners 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 Ditch. Under this Agreement the Owners 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 the Owners will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owners:

_____

_____

_____

To the Subdistricts:

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 Owners' default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owners' remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Owners and the Subdistricts. 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 Owners may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owners, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owners in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owners on or before December 31, of each year for the term of the Agreement.

Head Overflow No. 5 Ditch Owners

By: [signature] - Reverse 51 - Cattle Co. LLC — 3-26-23
~~Johnathan Bush~~ — Date

By: [signature] — 3-26-23
Matt Bush — Date

By: [signature] — 3-26-23
Date

By: [signature] — 4-4-23
Date

Donald J. Shawcroft for John B. Shawcroft Ranchos LLP — 4-13-2023

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: [signature] — 4/5/23
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: [signature] — 4/5/23
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: X see below

Address to mail payment to: 25354 US Hwy 285 S
Alamosa, CO 81101

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

Priority No. 27:

1. Donald Shawcroft 40.2% [redacted]
2. Jefferey Shawcroft 13.4% [redacted]
3. ~~Johnathan Bush~~ 13.4% [redacted]
4. Matt Bush 13.4% [redacted]
5. Bob Peterson 19.6% [redacted]

Priority No. 60:

1. Donald Shawcroft 50.0% [redacted]
2. Jefferey Shawcroft 16.667% [redacted]
3. ~~Johnathan Bush~~ 16.667% [redacted]
4. Matt Bush 16.667% [redacted]

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Lowland Overflow Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DLM Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

DLM Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Lowland Overflow Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SE ¼ SW ¼ of Section 36, T36N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 111.94 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

DCM Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to N/A DCM _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
57	14.94
71	55.00
71	42.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $5.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Lowland Overflow Ditch Company
c/o Dwight Martin
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Lowland Overflow Ditch Company

By: _____ 4 Mar 24
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/4/24
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/4/24
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Lowland Overflow Ditch Company

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Miller Ditch-Alamosa ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

_____ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

_____ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Miller Ditch-Alamosa ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NW ¼ SW ¼ of Section 8, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 74.874 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

JJH/JL Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ~~2.4~~ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)	% Owned
17	6.224	25%
24	2.25	25%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 70.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Miller Ditch-Alamosa Owner

By: Ivan J. Hunter Jr. 26 Feb. 2024
Ivan Hunter Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/26/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/26/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ivan Hunter

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1.

2.

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Miller Ditch-Alamosa ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Miller Ditch-Alamosa ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NW ¼ SW ¼ of Section 8, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 74.874 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

QM Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)	% Owned
17	6.224	75%
24	2.25	75%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $50__ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Miller Ditch-Alamosa Owner

By: Dennis Mortensen
Dennis Mortensen

Mar. 26, 2024
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

4/1/24
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

4/1/24
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Dennis Mortensen

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1.

2.

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owner of the Miller Ditch-Alamosa ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns and operates the Miller Ditch-Alamosa ("Ditch") and the water rights decreed thereto. The Miller Ditch-Alamosa diverts water from the Alamosa River in the NW1/4 SW1/4 of Section 8, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 74.874 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owner.

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 17, 24, 70 and 75 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owner and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating

under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
70	34.86
75	31.54

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Owner $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owner; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owner 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 Ditch. Under this Agreement the Owner 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 the Owner will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owner: [redacted]

To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31, of each year for the term of the Agreement.

Miller Ditch Owners

By: _____ 4-4-23
Date

By: _____
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/5/23
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/5/23
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Bob Peterson / Miller Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Morganville Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JRC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JRC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Morganville Ditch ("Ditch") and the water rights decreed thereto. The Morganville Ditch diverts water from the Alamosa River in the SW1/4 NW1/4 of Section 11, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 20.75 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

___X___ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
73	20.75

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 5.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Morganville Ditch

By: Jason D. Coombs
Secretary

April 17, 2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/26/2023
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/26/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Morganville Ditch Co.

Address to mail payment to: 23719 CR 15
La Jara, Co. 81140

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the owner of a portion of the Norland Ditch ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JL Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JL Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns and operates a portion of the Norland Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SW ¼ NE ¼ of Section 7, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 48.56 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner 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 Owner's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Owner agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owner.

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Owner diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Owner 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)	% of Priority Being Forbore
68	48.56	70%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Owner $ 5 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict provides the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owner 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 Ditch. Under this Agreement the Owner 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 the Owner will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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 Owner: Gerald Fancetle

[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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 Owner's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Owner's remedies will be to retain all payments made by 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 the Owner 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 Owner or the 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 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. 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 the Owner 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. The Owner may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31st of each year for the term of the Agreement.

Gerald Faucette, Owner

By: _____ 2/14/24
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/15/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/15/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Gerald Faucette

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owner of a portion of the Norland Ditch ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

ZM Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

ZM Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns a portion of the Norland Ditch ("Ditch") and the water rights decreed thereto. The El Viejo Ditch diverts water from the Alamosa River in the SW1/4 NE1/4 of Section 7, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 48.56 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner agrees as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

3M Ten Years (May 1, 2023 through April 30, 2033) 2 2M

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Owner.**

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 68 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owner and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% of Priority Being Forbeared
68	48.56	30%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Owner $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owner; and (2) a calculation of the amount of the payment

due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owner 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 Ditch. Under this Agreement the Owner 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 the Owner will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owner:

Zacharias Muniz
[redacted]

To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to

require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31, of each year for the term of the Agreement.

Zach Muniz, Owner

By: _____ 3-26-2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Zachariah Muniz

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the North Alamosa Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

LV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the North Alamosa Ditch and the water rights decreed thereto. The North Alamosa Ditch diverts water from the Alamosa River in the SW1/4 SW1/4 of Section 6, Township 35 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 63.09 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

ZU Ten Years (May 1, 2023 through April 30, ~~2033~~ 2023 ZU

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 40, 74 and 77 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
40	22.41
74	25.85
77	14.83

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 1.00 - One - Dollar Even per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 1.00 - One - Dollar Even per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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:

North Alamosa Ditch
10418 County Road Y
La Jara CO 81140

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

North Alamosa Ditch

By: _____ 03/26/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: North Alamosa Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Ortiz Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Ortiz Ditch and the water rights decreed thereto. The Ortiz Ditch diverts water from the Alamosa River in the NW1/4 SW1/4 of Section 10, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 14.02 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

AV Ten Years (May 1, 2023 through April 30, ~~3033~~) 2033 – AC

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 32 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
32	14.02

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Ortiz Ditch

[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Ortiz Ditch

By: _____ 03/24/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ortiz Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the owners of the Ramona Ditch ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

✓ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

✓ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owners own and operate the Ramona Ditch ("Ditch") and the water rights decreed thereto. The Ramona Ditch diverts water from the Alamosa River in the SE1/4 SE1/4 of Section 8, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 9.85 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owners are 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 Owners' water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owners agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__✓__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owners.

2.1. During the term of this Agreement, the Owners will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority no. 26 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owners and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
26	9.85

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Owners $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owners $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Owners with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owners; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owners will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owners with an accounting of the unreplaced injurious depletions to the water rights of the Owners and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owners 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 Ditch. Under this Agreement the Owners 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 the Owners will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owners: Phil Archuleta
Joe I Valdez

To the Subdistricts:

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 Owners' default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owners' remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Owners and the Subdistricts. 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 Owners may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owners, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owners in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owners on or before December 31, of each year for the term of the Agreement.

Ramona Ditch Owners

By: _____ 4-25-23
Date

By: _____ 7/25/23
Date

By: _____
Date

By: _____
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/26/2023
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/26/2023
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Lela Arenulet - Secretary

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the San Jose Ditch No. 1 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

V Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

V Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the San Jose Ditch No. 1 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SW ¼ of Section 8, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 4.166 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
17	4.166

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

San Jose Ditch No. 1 Owner

By: _____ 4-6-2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Scandinavian Canal ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Scandinavian Canal ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SE ¼ of Section 10, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 43.58 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

X Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
84	43.58

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $\$ 1$ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Scandinavian Canal
13609 County Road Z
La Jara, CO 81140

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Scandinavian Canal

By: _____ 1-26-2024
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/26/24
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/26/24
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Scandinavian Canal

Address to mail payment to: 13609 County Road Z, La Jara, CO 81140

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the Terrace Irrigation Company, Inc. ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

KR Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

KR Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates Terrace Reservoir, the Terrace Main Canal and the Alamosa Creek Canal and the water rights decreed thereto, and also owns a portion of the water right decreed to the Gabino Gallegos Ditch stored in Terrace Reservoir. The inlet for Terrace Reservoir on the Alamosa Reservoir is located in the NW1/4SW1/4 of Section 8, Township 36 North, Range 6 East, N.M.P.M., in Conejos County, and is decreed for storage of 17,171 acre-feet per year. That is the same location for storage of the Company's interest in the Gabino Gallegos Ditch decreed for storage at a rate up to 0.422 c.f.s. and a volume or 23.85 acre-feet per year. The Terrace Main Canal diverts water from the Alamosa River in the SE1/4 SW1/4 of Section 28, Township 36 North, Range 7 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 142.03 c.f.s. The Alamosa Creek Canal diverts water from the Alamosa River in the NE1/4 SE1/4 of Section 1, Township 35 North, Range 7 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 78.7 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions. This Agreement does not apply to any other water rights stored in Terrace Reservoir or diverted through the Company's canals by agreement with other people or entities who are not a party to this Forbearance Agreement.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

KR Five Years (May 1, 2025 through April 30, 2030)

_____ Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ~~700~~ KR NO LIMIT acre-feet of injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals No Limit acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Gabino Gallegos Ditch

Priority No.	Amount (c.f.s.)
11	0.422

Terrace Main Canal

Priority No.	Amount (c.f.s.)
2	2.0
8	5.2
14	2.0
37	2.0
39	10.84
45	7.12
76	21.87
112	91

Alamosa Creek Canal

Priority No.	Amount (c.f.s.)
1	4.8

3	2.85
15	3.0
37	2.0
71	10.0
76	30.0
85	26.05

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 5.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Terrace Irrigation Company, Inc.
P.O. Box 109
Monte Vista, CO 81144

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Terrace Irrigation Company, Inc.

By: Kent Reinhardt
President, Kent Reinhardt

1-13-2025
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

1/14/2025
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

1/14/2025
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the T. K. Walsh Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the T. K. Walsh Ditch and the water rights decreed thereto. The T. K. Walsh Ditch diverts water from the Alamosa River in the SW1/4 NW1/4 of Section 11, Township 35 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 4.51 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

AV Ten Years (May 1, 2023 through April 30, ~~3033~~ 2033 - AV

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Alamosa River at the headgate of the Ditch under priority nos. 37 and 45 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
37	2.93
45	1.58

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 70 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: TK Walsh Ditch

[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

T. K. Walsh Ditch

By: _____ 03/24/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/27/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Valdez Land & Livestock, LLC

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the The New Union Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

CC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

CC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Union Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the NE ¼ SE ¼ of Section 10, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 30.32 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

__X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
38	14.13
62	27.21
67	28.15

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

_____

_____

_____

_____

_____

_____

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

The New Union Ditch Owner

By: _____ 4-7-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/7/23
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/7/23
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: New Union Ditch Co

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Weist Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

IS Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

IS Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Weist Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Alamosa River in the SE ¼ SW ¼ of Section 4, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 3.95 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Alamosa River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

__X__ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Alamosa River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Alamosa 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
74	3.95

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $5.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Silva Farm & Ranch, LLC/Weist Ditch
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to

retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Weist Ditch

By: Inocencio Silva 04/24/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/25/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/25/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Silva Farm & Ranch LLC

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the A.D. Archuleta Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

___ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

___ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the A.D. Archuleta Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ NW ¼ of Section 20, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 19.31 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _all_ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
37	1.00
60	10.31
96	8.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $\$ 7$ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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: Alpha Hay Farm LLC

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

A.D. Archuleta Ditch

By: Jack Gilliland 1-9-2024
Date

Print Name: Jack Gilliland

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/9/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Alpha Hay Farm LLC

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Willett Dairy and Cattle Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

TW Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

RECITALS

A. The Company owns and operates a portion of the Alamo Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW¼ SE¼ of Section 12, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 52.00 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

TW Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority Nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch are the calling water right, in whole or in part, and both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% of Priority Being Forbeared
108	23.96	66.5%
137	16.00	100%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Willett Cattle Co.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Ditch Owner

By: Toby Willett
Toby Willett, President

3-26-2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

3/28/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Willett Cattle Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Special Improvement Districts No. 3 (Conejos) and No. 6 (Alamosa-La Jara) of the Rio Grande Water Conservation District Water Activity Enterprises ("Subdistricts") and the United States Department of the Interior, Bureau of Land Management ("Agency"), (sometimes collectively referred to as the "Parties").

RECITALS

A. AGENCY is the Bureau of Land Management, an agency within the United States Department of the Interior. AGENCY owns and operates surface water rights that are used to carry out land and water management functions that are required under federal law, including management of habitat for wildlife species. AGENCY water rights that are used to fulfill these management purposes were created and decreed pursuant to provisions of Colorado water law. AGENCY owns and operates the following surface water rights, (collectively "Ditches"):

a. 3.5 c.f.s. of the East Bend Ditch Priority No. 88. The East Bend Ditch diverts water from the Conejos River in the SE1/4 SW1/4 of Section 34, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 37.4 c.f.s.

b. 6.58 c.f.s. of the Los Ojos No. 1 Ditch Priority No. 63. The Los Ojos No. 1 Ditch diverts water from the Conejos River in the SW1/4 SE1/4 of Section 22, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 40.08 c.f.s.

c. 3.00 c.f.s. of the Los Ojos No. 2 Ditch Priority No. 58. The Los Ojos No. 2 Ditch diverts water from the Conejos River in the NE1/4 NW1/4 of Section 23, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 8.53 c.f.s

d. 12.04 c.f.s. of the Alamo Ditch Priority No. 108. The Alamo Ditch diverts water from the Conejos River in the SW1/4 SE1/4 of Section 12, Township 35 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 53.5 c.f.s

e. 4.00 c.f.s. of the Lovato Irrigation Ditch Priority No. 33. The Lovato Irrigation Ditch diverts water from the Rio San Antonio in the NW1/4 SW1/4 of Section 30, Township 33 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 53.08 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio and Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are

covered by the ARPs. Without this Agreement, the Subdistricts 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. AGENCY, acting through its members and/or governing body 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 AGENCY's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The District, on behalf of the Subdistricts, desires to enter into this Forbearance Agreement as part of the ARPs.

DEFINITIONS

A. "Remedy Costs" means the total cost to Subdistrict No. 3 and Subdistrict No. 6 for providing augmentation water to offset injurious depletions associated with the operation of AGENCY groundwater rights, including costs associated with meeting the Subdistrict No. 3 and Subdistrict No. 6 sustainability requirements under their Annual Plans of Water Management.

B. "Remedy Credits" means the value assigned to the injurious depletions not required to be made available for diversion by the AGENCY'S Ditch water right. "Remedy Credits" are calculated by multiplying the number of acre-feet of injurious stream depletions that are not required to be made available for diversion to the AGENCY'S Ditches by the Forbearance Rate.

C. "Forbearance Rate" means $80.00 per acre foot.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Subdistricts and the Company agree as follows:

Term of Agreement. This Agreement will be in effect from:

Five Years (May 1, 2023 through April 30, 2028)

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

1. Forbearance by the AGENCY.

1.1. During the term of this Agreement AGENCY will forebear from requiring Subdistrict No. 3 and Subdistrict No. 6 to replace any of the injurious stream depletions to the Ditches. Subdistrict No. 3 and Subdistrict No. 6 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

1.2. This Agreement applies on each day during the term of the Agreement that any of the Ditches are 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 Conejos 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.

1.3. The number of acre-feet of injurious depletions to the water right of AGENCY will be calculated each day any of the Ditches is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both AGENCY and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that any of the Ditches would have been able to divert, but for the depletions caused by wells operating under Subdistricts' respective ARPs. 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to a Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

1.4. This Agreement will apply only on days when the following priorities decreed to a Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Alamo Ditch

Priority No.	Amount (c.f.s.)	Total c.f.s. of Priority	% of Priority Agency Owns
108	12.04	36.0	33.44%

East Bend Ditch

Priority No.	Amount (c.f.s.)	Total c.f.s. of Priority	% of Priority Agency Owns
88	3.5	12.0	29.17%

Los Ojos Ditch No. 1			
Priority No.	**Amount (c.f.s.)**	**Total c.f.s. of Priority**	**% of Priority Agency Owns**
63	6.58	40.08	16.42%

Los Ojos Ditch No. 2			
Priority No.	**Amount (c.f.s.)**	**Total c.f.s. of Priority**	**% of Priority Agency Owns**
58	3.0	4.45	67.42%

Lovato Ditch			
Priority No.	**Amount (c.f.s.)**	**Total c.f.s. of Priority**	**% of Priority Agency Owns**
33	4.0	27.58	14.50%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the AGENCY is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow any of the Ditches to divert the full amount of last priority served on that day.

2.5 This Agreement will apply to only those portions of the entire priorities listed in paragraph 2.4 above that are owned by the Agency. The Agency agrees it will not take or use additional water above the c.f.s. the Agency owns as listed in 2.4 above that is subject to this Agreement. The Agency acknowledges that neither the Division Engineer nor the Subdistrict(s) have any responsibility for distribution of water within the Ditch. If operation of this Agreement results in injury to the remaining c.f.s. of the Ditch, the Division Engineer may require that the Subdistrict not operate this Agreement and remedy all injurious depletions by providing water at the top of the affected Stream Reach.

2. Payment. The Subdistricts will pay the AGENCY in Remedy Credits per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Ditches pursuant to the terms of this Agreement.

2.1. After the end of each irrigation season, and not later than March 15, of the following calendar year, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then recalculate the amount of water that each of the Ditches would have been able to divert if all unreplaced injurious depletions to a Ditch had been replaced during the term of this Agreement, and provide AGENCY with (1) a full accounting showing the unreplaced injurious depletions to the water rights of any of the Ditches; and (2) a calculation of the amount of the payment due under

paragraph 3.2 below. AGENCY will have fourteen days after the receipt of the calculations to notify the Subdistrict(s) of any errors therein.

2.2. The payment required by paragraph 3, will be due within 35 days of the date that the Subdistricts provide AGENCY with an accounting of the unreplaced injurious depletions to the water rights of AGENCY and the amount of the payment due, but not later than April 15 of each year and will be in the form of Remedy Credits.

3. No Subordination or Waiver of Right to Call. The forbearance by AGENCY 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 AGENCY. Under this Agreement AGENCY 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 AGENCY will not require the Subdistricts to make water available for diversion at the headgate of AGENCY to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective ARPs.

4. 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.

5.1 AGENCY Representatives and Contact Addresses: David Thomas, Contracting Officer, is authorized to sign the lease agreement and participation contract. Mr. Thomas can be reached by physical mail at: Bureau of Land Management, Colorado State Office, Denver Federal Center, Building 40, Lakewood, CO 80215 ; by telephone at 303-239-3637; and by email at dethomas@blm.gov. Roy Smith, Water Rights Specialist, is authorized to manage the day-to-day administration of the lease and participation contract. Mr. Smith can be reached by physical mail at: Bureau of Land Management, Colorado State Office, Denver Federal Center, Building 40, Lakewood, CO 80215 ; by telephone at 303-239-3940; and by email at r20smith@blm.gov.

5.2 Subdistrict No. 3 and Subdistrict No. 6 Representative and Contact Address: District Manager (Cleave Simpson) is the representative for Subdistrict No. 3 and Subdistrict No. 6 for purposes of this Lease Agreement. Mr. Simpson can be reached by physical mail at: Rio Grande Water Conservation District, 8805 Independence Way, Alamosa, Colorado 81101; by telephone at: (719) 589-6301; and by e-mail at: cleave@rgwcd.org.

5. Remedies. In the event of AGENCY's default in the performance of this Agreement, the District's and/or Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, AGENCY's remedies will be to retain all payments made by the District on behalf of the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay AGENCY for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

6. General Provisions

6.1. 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.

6.2. Binding Agreement: This Lease Agreement binds and benefits the Parties and their respective successors and assigns.

6.3. Binding Arbitration Prohibited: Neither AGENCY nor Subdistrict No. 3 nor Subdistrict No. 6 agree to binding arbitration by any extra-judicial body or person. Any provision incorporated herein by reference is null and void.

6.4. 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.

6.5. Compliance with Applicable Laws: At all times during the performance of this Lease Agreement, Subdistrict No. 3 and Subdistrict No. 6 will adhere to all applicable Federal and State laws, rules, and regulations then in effect. In addition:

6.5.1. The signatories to this Lease Agreement affirm that they are familiar with C.R.S. § 18-8-301, *et seq.* (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, *et seq.* (Abuse of Public Office), and that no violation of such provisions has occurred in connection with the negotiation and signing of this Lease Agreement; and

6.5.2. The signatories to this Lease Agreement affirm that to the best of their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

6.6. 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.*

6.7. 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.

6.8. 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 and under applicable Federal Law. 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 water matters under this lease agreement will be in either the District Court for Alamosa County, Colorado or Water Court in and for Water Division No. 3, as appropriate. Otherwise, for contract disputes, Federal Law applies. Venue for contract matters will be determined by the Contract Disputes Act of 1978, 41 U.S.C. §§ 7107-7109.

6.9. 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. Liability for claims for injuries to persons or property arising from the negligence of the Federal Government, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671, *et seq.*

6.10. 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.

6.11. 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 7 of this Lease Agreement.

6.12. Modification:

6.12.1. 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.

6.12.2. 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.

6.13. 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:

6.13.1. The provisions of the main body of this Lease Agreement;

6.13.2. Exhibits.

6.14. Prior Agreements: This Lease Agreement cancels and supersedes all prior agreements between the Parties related to the lease of AGENCY's Excess Credits to Subdistrict No. 3, if any.

6.15. 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.

7.16 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.

7. Bonus Payment.

8.01 This Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3, above and will be in addition to any such calculated payment.

8.03 For purposes of this Agreement, the Bonus Payment will be a Remedy Credit.

8.04 The Bonus Payments will be paid to AGENCY on or before December 31, of each year for the term of the Agreement.

Signatures follow on Separate Page

United States Department of the Interior,
Bureau of Land Management

By: DAVID THOMAS Digitally signed by DAVID THOMAS Date: 2023.03.23 15:31:13 -06'00'

Date

ACCEPTED:

The Rio Grande Water Conservation District,
Water Activity Enterprise

By: Cynthia Pacheco for
Cleave Simpson, General Manager

3/27/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/27/23
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/27/23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Leroy and Rosalie Martinez ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Owner owns and operates the An Con Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼SW ¼ of Section 17, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.8 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

__X__ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right not to accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested and before its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 25 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)	Percentage Owned
42	3.45	40%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $150 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement, the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement, the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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 Owner:

Leroy and Rosalie Martinez

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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 the Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts before the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign their rights hereunder to any other person or entity without the prior written consent of the Company, 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 for 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

An Con Ditch Owner(s)

By: _____ 4-2-24
Date

By: _____ 4-2-24
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/26
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/26
Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/6/2026
Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ulloy Martinez

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and the percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Wayne Quinlan ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Owner owns and operates the An Con Ditch, Priority No. 42 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SW ¼ of Section 17, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling ~~18.8 c.f.s.~~ *Correction it should be 10.8 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner, acting through its members and/or governing body, 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 Owner's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Owner.**

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Owner diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Owner and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)	% of Priority Forbore
42	10.8	68%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Owner $ 31.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Owner with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner decreed to the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owner 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 decreed to the Ditch. Under this Agreement the Owner will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Owner will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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 Owner:

Wayne Quinlan

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager

Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Owner 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 Owner or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

An Con Ditch Owner

By: _____ 4/16/24

Print Name: Wayne E. Quinlon Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24

Angela Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24

Angela Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/10/24

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: ~~An Con Ditch~~ Quinlan Ranches

Address to mail payment to: [redacted] (AZ) 1/10/25

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Angustura Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Angustura Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NW ¼ of Section 2, T32N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 26.00 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__✓__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
65	26.00

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $31.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Jim F. Romero

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Angunstura Ditch Owner

By: _____ 4-17-2024

Print Name: Jim F. Romero Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/17/2024
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/17/2024
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/17/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Jim Romero

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Antonito Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Antonito Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ SE ¼ of Section 32, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 139.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
113	139.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 31 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Antonito Ditch
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Antonito Ditch Owner

By: _____ 4/16/24

Print Name: Wayne E. Quinton Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/10/24

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Antonito Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Ranch Solazzo Conejos LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AD Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

AR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

AD Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Archuleta Trogillio No. 1 and No. 2 Ditches ("Ditches") and the water rights decreed thereto. The Ditches divert water from the Conejos River; the Archuleta Trogillio No. 1 in the NE¼ SW¼, which has decreed priorities totaling 12.58 c.f.s., and the Archuleta Trogillio No. 2 in the SE¼ NW¼, which has decreed priorities totaling 14.94 c.f.s., both of Section 1, T33N, R9E, N.M.P.M., in Conejos County, Colorado.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditches at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

JH Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditches and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditches will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, both the Company and the Subdistricts 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 pursuant to the calling water right, but for the depletions caused by wells operating under each Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditches during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditches.

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 the Subdistricts with actual water:

Archuleta Trogillio No. 1

Priority No.	Amount (c.f.s.)
18	8.81
61	3.77

Archuleta Trogillio No. 2

Priority No.	Amount (c.f.s.)
19	14.94

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each 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. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditches would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditches and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditches. Under this Agreement, the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditches. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement, the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District

610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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 the Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts before the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistricts, and to require the Subdistricts 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Rancho Salazar Cerro Largo

Print Name: Rancho Salazar Cer. Largo

11-5-25
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

11/6/25
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

11/6/25
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By:

Monty Smith, President

11/19/25
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and the percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Willett Dairy and Cattle Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

TW Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

RECITALS

A. The Company owns and operates the Ball Brothers Overflow No. 1 and No. 2 ("Ditches") and the water rights decreed thereto. The Ditches divert water from the Conejos River in the NW¼ NW¼ of Section 10 and/or the SW¼ NE¼, Township 35 North, Range 11 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 42.00 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River 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. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

JW Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditches or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditches or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditches under priority Nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditches are 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 Conejos 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 Ditches will be calculated each day the Ditches are the calling water right, in whole or in part, and both the Company 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 the 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 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:

Priority No.	Amount (c.f.s.)
80	22.00
81	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 Subdistrict will pay the Company $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditches would have been able to divert if all unreplaced injurious depletions to the Ditches had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditches. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Willett Cattle Co.

[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Ditch Owner

By: _____ 3-26-2023
Toby Willett, President — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/28/2023
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Willett Cattle Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Bernardo Romero Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Bernardo Romero Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SE ¼ of Section 32 T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed totaling 8.76 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to all acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals all acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
35	8.76

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ Fifty 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Virgil Ruybal
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Bernardo Romero Ditch

By: _____ 4/11/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Virgil Ruvbal

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Branch Ditch and Stover Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Branch Ditch and Stover Ditch ("Ditches") and the water rights decreed thereto. The Ditches divert water from the Conejos River. The Branch Ditch is located in the NE ¼ NW ¼ of Section 30, T34N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.4 c.f.s. The Stover Ditch is located in the NE ¼ SW ¼ of Section 25, T34N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 4.5 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each 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. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

KS XP Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditches and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditches will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed 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 the Subdistricts with actual water:

Ditch	Priority No.	Amount (c.f.s.)
Branch	52	7.0
	120	10.4
Stover	52	8.0
	131	2.5
	163	2.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each 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. Each Subdistrict will pay the Company $45.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The

Subdistricts will then calculate the amount of water that the water rights decreed to the Ditches would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditches and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditches. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com

(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: _____ 4-24-2024
Raymond Smith Date

By: _____ 4-24-2024
Steven Sowards Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/13/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/13/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 5/8/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: See Below

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

Branch Ditch

1. Raymond Smith, [redacted] Split %: 50
2. Steven Sowards, [redacted] Split %: 50

Stover Ditch

1. Raymond Smith, [redacted] Split %: 50
2. Steven Sowards, [redacted] Split %: 50

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the following Water Activity Enterprises of the Rio Grande Water Conservation District ("Subdistricts") and the Guadalupe and Brazo Del Norte Ditches ("Company"), (sometimes collectively referred to as the "Parties").

Please initial next to your selections:

DM Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

DM Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Guadalupe and Brazo Del Norte Ditches, and the water rights decreed thereto, sometimes collectively referred to as the "Ditches". The Ditches divert water from the Conejos River in the SW1/4NE1/4 of Section 24, Township 33 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 33.46 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts 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. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

DM Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream to the water rights of the Company diverted from the Conejos at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditches are 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 Conejos 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 Ditches will be calculated each day the Ditches are the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs 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:

Priority No.	Amount (c.f.s.)
Guadalupe Main	
1	13.46
Priority No.	Amount (c.f.s.)
Brazo Del Norte	
139	20.00

On such days the amount of water that must be provided by the Subdistricts 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 Subdistricts 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.

3. Remedy of Injurious Depletions. The Subdistrict will, for every acre-foot of injurious depletions to the Company, as stated above, provide one acre-foot of water in storage in Platoro Reservoir to be released upon request by the Company.

3.1 By the 5th day of each month under this agreement, the Subdistricts will provide to the Company and the Conejos Water Conservancy District a total of the amount of injurious depletions calculated pursuant to Paragraph 2, above ("Credit Water").

3.2 Any time after the 5th day of each month, Company may request a release of all or a part of the accumulated Credit Water for release by the Conejos Water Conservancy District, in compliance with the legal and physical restrictions on such releases.

3.3 All Credit Water must be released from Platoro Reservoir before December 31 of the year in which it is stored.

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 Ditches. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Company: Guadalupe Ditch Co. [redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Company in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Guadalupe and Brazo Del Norte Ditches

By: Dennis Mueller

April 11, 2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

4/11/23
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

4/11/23
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Canon Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Canon Irrigating Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NE ¼ of Section 1, T32N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 42.676 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
22	42.676

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 31 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Canon Ditch Company

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Canon Irrigating Ditch Owner

By: _____ 4/10/24
Print Name: Wayne E. Quinlan Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/10/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/10/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Quinlan Ranches Inc

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the O.D. Espinoza and Sons ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__Y__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__Y__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__Y__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Martinez, Lopez, Fuerticitios, and Cordova Ditches ("Ditches") and the water rights decreed thereto. The Ditches divert water from the Conejos River; the Martinez ditch in the SE ¼ SW ¼ of Section 35, T34N, R9E, N.M.P.M., and has decreed priorities totaling 12.96 c.f.s.; the Lopez Ditch in the NE ¼ NW ¼ of Section 2, T33N, R9E, N.M.P.M., and has decreed priorities totaling 2.88 c.f.s.; the Fuerticitios Ditch in the NE ¼ NW ¼ of Section 11, T33N, R9E, N.M.P.M., and has decreed priorities totaling 31.7 c.f.s.; the Cordova Ditch in the SW ¼ NW ¼ of Section 2, T33N, R9E, and has decreed priorities totaling 6.54 c.f.s., all in Conejos County, Colorado.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Ditch	Priority No.	Amount (c.f.s.)
Martinez Ditch	51	12.96
Lopez Ditch	51	2.88
Fuerticitios Ditch	25	31.47
Cordova Ditch	53	6.54

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

O.D. Espinoza & Sons
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com

(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Martinez, Lopez, Fuerticitios, and Cordova Ditch Owner

By: Ricardo Espinoza 4-10-24

Print Name: RICARDO ESPINOZA Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/11/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/11/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 4/11/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: RICARDO ESPINOZA

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between Del Puerticito Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JB Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JB Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Del Puerticito Ditch and the water rights decreed thereto. The Del Puerticito Ditch diverts water from the Conejos River in the SW1/4 NE1/4 of Section 1, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 8.76 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

JB Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
12	8.76

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 15 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 15 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Jessie Baewell
[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Del Puerticito Ditch

By: Jessie Bagwell 4-27-2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/28/23
Angelo Bellah Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/28/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Jessie Bagwell

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the El Cerrito Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JJA Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JJA Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JJA Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the El Cerrito ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NW¼ NW¼ of Section 32, T34N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 16.19 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

AB Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
14	6.19
165	10.00

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

John Salazar

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: John T. Salazar

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Ephraim Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

WC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

WC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Ephraim Ditch ("Ditch") and the water rights decreed thereto. The Ephraim Ditch diverts water from the Conejos River in the NE1/4 SW1/4 of Section 17, Township 34 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 47.0 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

WC Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Conejos River at the headgate of the Ditch under priority no. 56 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
56	47.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Ephraim Ditch Co [redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Ephraim Ditch Company

By: _____ 4-6-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ephraim Ditch Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGENCY

This Forbearance Agreement is entered into effective May 1, 2025 between the C.R. Espinosa & Sons ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RTS Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RTS Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RTS Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Espinosa Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW¼ NW¼ of Section 1, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 19.54 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

__✓__ Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _ __ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
29	19.54

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

O. D. Espinoza & Sons Inc
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Ricardo F. Espinoza — 1-8-2025
Date

Print Name: Ricardo F. Espinoza

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 1/8/25
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 1/8/25
Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: — 1/8/2025
Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ricardo F. Espinoza

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

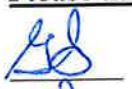
Names and addresses of each individual/entity and percentage of payment each should receive:

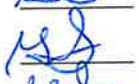
1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Gabriel Martinez Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:


Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")


Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Gabriel Martinez Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW¼ NW¼ of Section 33, T33N, R8E, N.M.P.M., Conejos County, and has decreed priorities totaling 3.71 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April, 2031)

GS Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount
15	3.71

On such days the amount of water that the Subdistrict must provide to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $50.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

To the 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 the Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict before 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 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Gabriel Martinez Ditch

By: _____ 3/5/2026

Print Name: Gary Sandoval Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/5/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/5/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
Of the Trinchera Water Conservancy District,
acting as a Water Activity Enterprise

By: _____ 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Gary Sandoval

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and the percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between Wayne Quinlan ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company partially owns and operates 3.75 c.f.s. of the Heads Mill & Irrigation Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ SE ¼ of Section 24, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 45.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace any injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)	% Owned
2	3.75	8.3%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $31.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Wayne E. Quinlan
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 5/14/24
Wayne Quinlan Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/14/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 5/14/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the Home Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Home Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NW ¼ SW ¼ of Section 26, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 4.5 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

MB Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
79	4.5

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Mike Bush
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Michael Bush — 22 MARCH 2025

Print Name: Michael Bush — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/28/2025

Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/28/2025

Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: — 4/3/25

Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Michael Bush

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Rio Grande Water Conservation District ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the J.F. Chacon No. 2 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NE ¼ of Section 24, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 14.08 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

___X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace any of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
44	7.54
49	4.54
97	1.0
142	1.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $0.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a

calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Amber Pacheco 4/17/24
Date

Print Name: Amber Pacheco
Deputy General Manager

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 4/17/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 4/17/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 4/22/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the J.F. Chacon No 3 D ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates a portion of the J.F. Chacon No. 3 Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SW ¼ of Section 17, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 18.31 cfs.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__X__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)	% of Priority Forbore
38	18.31	50%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 31.05 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Quinlan Ranches Inc
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

J.F. Chacon No. 3 Ditch Owner

By: _____
Wayne Quinlan

4/10/24
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/15/24
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/15/24
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

4/10/24
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Quinlan Ranches Inc

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

Priority	CFS In Ditch	Middlemist	Finley farm	Garcia	Wayne	2236 Romero's	Shirley Hamilton	Cloud	JoE Garcia
#2 Heads Mill	15	5.25		1	3.75	6			
#22 CANON			4.05						
#37 Heads Mill	1					1			
13TH #38 JF Chavez #3 ANCON	18.31	6.155			9.155			3	
#42 ANCON	10.8				7.35			3.45	
11TH #44	7.54	7.54							
#48 2F	30		30						
11TH #49 JF	4.54	4.54							
#60 AD Archuleta	10.31		8		2.56		1.75		
#96 AD Archuleta	8		2		6				
#97 JF 2nd Ent	2	1		1					
#100 AN CON	8							4	4
#113 Antonito			55.6	80 Shaves / 255 Total					
#128 Martinez	26		16						
#142 JF 3rd Enlarg.	2	1		1					

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the La Del Rio Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

Y Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

Y Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the La Del Rio Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SE ¼ of Section 27, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 20.01 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

__4__ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
23	20.01

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 3.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

La Del Rio Ditch Company

[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

La Del Rio Ditch Owner

By: _____ 3-1-24
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/1/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: La Del Rio Ditch Company

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

[redacted]

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the LAS MESITAS DITCH ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JP Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

GR Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Las Mesitas ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE¼ NW¼ of Section 1, T32N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 38.99 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

X Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to All acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

LAS MESITAS DITCH COMPANY
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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

injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ANY acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
26	38.99

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

6. Remedies. In the event of Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Ditch Owner

By: _____ 4/12/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/12/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/12/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Las Mesitas Ditch Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Sauces Ditch Company ("Company") and the Special Improvement District No. 3 ("Subdistrict") of the Rio Grande Water Conservation District Water Activity Enterprise, (sometimes collectively referred to as the "Parties"):

RECITALS

A. The Company owns and operates the Los Sauces Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE¼ NW¼ of Section 9, Township 35 North, Range 11 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 88.43 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

Five Years (May 1, 2023 through April 30, 2028)

TW X Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority Nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch are the calling water right, in whole or in part, and both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
32	88.43

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the

Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Los Sauces Ditch Company
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Los Sauces Ditch Company

By: _____ 3-27-2023
Toby Willett, President — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/28/2023
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Sauces Ditch Company

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Water Activity Enterprises of Special Improvement Districts No. 3 (Conejos) and 6 (Alamosa-La Jara) of the Rio Grande Water Conservation District ("Subdistricts") and the Manassa Land and Irrigation Company Ditch ("Company"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Company owns and operates the Manassa Ditch No. 3, the Manassa Westfield Ditch, and the Manassa Eastfield Ditch and the water rights decreed thereto, "sometimes collectively referred to as the "Ditches". The Manassa Ditch No. 3 diverts water from the Conejos River in the SW1/4 NE1/4 NE1/4 of Section 17, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 192.889 c.f.s. The Manassa Westfield Ditch diverts water from the Conejos River in the NE1/4 SW1/4 NE1/4 of Section 35, Township 34 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 139.0 c.f.s. The Manassa Eastfield Ditch diverts water from the Conejos River in the SE1/4 NW1/4 of Section 25, Township 34 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 38.6 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts 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. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

JC Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the following water rights of the Company diverted from the Conejos River at the headgate of the Ditches by supplying water to the top of the affected Stream Reach:

2.1.1. The Manassa Ditch No. 3 under priority no(s). 1, 2, 5, 16, 48, 67, 68, 84 and 169.

2.1.2. The Manassa Westfield Ditch under priority no(s). 98, 112 and 162.

2.1.3. The Manassa Eastfield Ditch under priority no. 48.

Instead, the Subdistricts 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 the Ditches are 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 Conejos 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 Ditches will be calculated each day the Ditches are the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs 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:

Priority No.	Amount (c.f.s.)
Manassa Ditch No. 3	
1	29.79
2	11.00
2	29.10 AP
5	8.199
16	13.90
48	35.00
67	6.75
68	1.00
84	23.25
169	64.00
Note: 0.9 cfs of Priority 2 is left in the river per 97CW25	
Manassa Westfield Ditch	
98	30.00
112	24.00
162	85.00
Manassa Eastfield Ditch	
48	38.60

On such days the amount of water that must be provided by the Subdistricts 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 Subdistricts 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.

Subdistrict No. 3 will pay the Owners $ 10 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owners $ 10 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditches would have been able to divert if all unreplaced injurious depletions to the Ditches had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditches. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Company:

_____

_____

_____

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Company in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Manassa Land and Irrigation Company

By: _____ 4-11-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the McCarroll Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JAB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JAB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JAB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the McCarroll Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE¼ NE¼ of Section 3, T32N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 13.72 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

__✓__ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

_____ Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Company may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Company requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Company or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Company or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
47	13.72

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: McCarroll Ditch Company,

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner/Representative

By: Fred L. Velasquez 4-30-2025
Date

Print Name: FRED L. VELASQUEZ

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/1/2025
Angelo Bellah, Program Manager **Date**

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/1/2025
Angelo Bellah, Program **Manager** **Date**

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/1/2025
Monty Smith, President **Date**

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: McCarroll Ditch Company

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. N/A
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Mill Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AH Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

AH Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

AH Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Mill ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SW ¼ SE ¼ of Section 31, T 34 N, R 10 E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 12.67 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

JH Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
#9	12.67

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Mill Ditch

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T. Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Mogote Ditch and Northeastern Consolidated Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Mogote Ditch and Northeastern Consolidated Ditch (sometimes collectively referred to as "Ditches") and the water rights decreed thereto. The Mogote Ditch diverts water from the Conejos River in the NE ¼ NW ¼ of Section 26, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 342.4 c.f.s. The Northeastern Consolidated Ditch diverts water from the Conejos River in the SE ¼ of Section 27, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 92.8 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

X JP Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace all of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach.

2.1.1. The Mogote Ditch under priority no. 115.

2.1.2. The Northeastern Ditch under priority no(s). 66, 119, and 127.

Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
66	34.71
115	342.40
119	41.25
127	16.84

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Mogote North eastern

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Mogote Ditch and the Northeastern Consolidated Ditch Company

By: _____ Mar. 27, 2024
Date

Print Name: Jim Paine

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/9/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Mogote/Northeastern Consolidated Ditch Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JS Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JS Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the New JB Romero D ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SE ¼ NE ¼ of Section 32, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 17.82 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

X Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals AUC acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
170	17.82

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Los Coyotes Lucero, LLC.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

New JB Romero D Owner

By: _____ 4/6/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the Ken Salazar ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JS Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JS Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JS Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Overflow Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NW ¼ of Section 15, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 11.79 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

JH Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to all acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
20	11.79

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: [redacted]

Ken Salazar

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

For: Ken Salazar

By: LeRoy J. Salazar

Print Name: LeRoy J. Salazar

3/27/25
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/27/25
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager

3/27/25
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By:
Monty Smith, President

4/3/25
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Ken Salazar Ranch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Richfield Canal ("Ditch") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Richfield Canal and the water rights decreed thereto. The Richfield Canal diverts water from the Conejos River in the SE1/4 NW1/4 of Section 17, Township 34 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 168.74 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Ditch, acting through its members and/or governing body 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 Ditch's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Ditch agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Ditch.

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Conejos River at the headgate of the Ditch under priority nos. 59 and 105 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Ditch and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
59	56.24
105	112.50

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Ditch $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Ditch $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Ditch with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Ditch will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Ditch with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Ditch 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 Ditch. Under this Agreement the Ditch 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 the Ditch will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Ditch: Richfield Canal Co [redacted]

To the Subdistricts:

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 Ditch's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Ditch's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Ditch and the Subdistricts. 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 Ditch may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Ditch, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Ditch and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Ditch on or before December 31, of each year for the term of the Agreement.

Richfield Canal

By: _____ 4-4-2023
James Henderson, [redacted] Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Rich Field Canal Co

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Romero Irrigation Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Romero Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE¼ SE¼ of Section 24, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 257.8 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

X Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace all of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
1	26.57
23	11.43
34	25
136	25
168	77

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Romero

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Romero Irrigation Company

By: _____ Mar. 27, 2024
Date

Print Name: Jim Paine

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/9/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Romero Irrigation Company

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Sabine School Section Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Sabine School Section Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the SE1/4 NE1/4 of Section 17, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 11.95 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

__X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
39	11.95

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Jim Paine
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Sabine School Section Ditch

By: _____ Mar. 27, 2024
Jim Paine Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/9/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Jim Paine [redacted] **50%**
2. Dennis Mealer [redacted] 50%
3. _____
4. _____
5. _____
6. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Salazar Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JB Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JB Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Salazar Ditch and the water rights decreed thereto. The Salazar Ditch diverts water from the Conejos River in the SW1/4 NW1/4 of Section 6, Township 33 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 12.32 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

JB Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
8	12.32

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 15 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 15 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Jessie Boswell [redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Salazar Ditch

By: Jessie Bagwell 4-27-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/28/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/28/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Jessie Baeguell

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

4-10-2024

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the San Juan San Rafael Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JPC Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JPC Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the San Juan San Rafael Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NE ¼ of Section 33, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 51.76 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

JPC ___✓___ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

_____ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to 0.4 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals n/a acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
27	47.76
143	4.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 15.49 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

San Juan San Rafael Irrigating and Mill Ditch
[redacted]

To the Subdistrict:

Rio Grande Water Conservation District
c/o Deputy General Manager
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

San Juan San Rafael Ditch Owner

By: _____ 2/15/2024
Date

Print Name: Jaspal P. Cassis

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/29/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/29/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: San Juan San Rafael Irrigating and Mill Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the San Rafael ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the San Rafael Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NW¼ SW¼ of Section 26, T33N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 63.21 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

MB Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to ____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
13	8.81
28	8.81
69	4.0
177	41.59

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The

Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

San Rafael Ditch

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Michael Bush sec/treasurer — 27 MARCH 2025 (Date)

Print Name: Michael Bush

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ — 3/28/2025 (Date)
Angelo Bellah, Program Manager

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ — 3/28/2025 (Date)
Angelo Bellah, Program Manager

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ — 4/3/25 (Date)
Monty Smith, President

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: San Rafael + Conejos Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. N/A
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Sanford Canal Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

✓ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

✓ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Sanford Ditch ("Ditch") and the water rights decreed thereto. The Sanford Ditch diverts water from the Conejos River in the SE1/4 SW1/4 NE 1/4 of Section 17, Township 34 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 146.30 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

/// Ten Years (May 1, 2023 through April 30, 3033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Conejos River at the headgate of the Ditch under priority nos. 104 and 172 by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
104	107.5
172	38.8

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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:

Sanford Canal Co
[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Sanford Canal Company

By: _____ 4/5/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Sanford Canal I/D

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Servietta Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RTE Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RTE Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RTE Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Servietta Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE ¼ NE ¼ of Section 17, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 31.571 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

RTS Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
5	23.571
111	4.00
129	4.00

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 35 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Servietta Ditch Company

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Servietta Ditch Owner

By: _____ 3-27-2024
Rick Espinoza Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/9/2024
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Servietta Ditch Company c/o Sam Vance

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Rancho Salazar – Cerro Largo, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JLL Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JLL Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JLL Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Trogillo Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NW¼ SE¼ of Section 29, T34N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 53.48 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

JH Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount, and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and before its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
21	29.8
30	23.68

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement, the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement, the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the Subdistricts 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 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. 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 the Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement, but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Rancho Salazar – Cerro Largo, LLC

By: _____ 11-5-25
Date

Print Name: Rancho Salazar - Cerro Largo

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 11/6/25
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 11/6/25
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 11/19/25
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Willett Dairy and Cattle Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

TW Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

RECITALS

A. The Company owns and operates the William Stuart Company Irrigation Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Conejos River in the NE¼ NW¼ of Section 8, Township 35 North, Range 11 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 11.40 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

TC Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority Nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch are the calling water right, in whole or in part, and both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
43	11.40

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $65.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Willett Cattle Co.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Ditch Owner

By: Toby Willett
Toby Willett, President

3-26-2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

3/28/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Willett Cattle Co.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Gallegos Ditch No. 1 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Gallegos Ditch No. 1 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from Hot Creek in the NW ¼ SW ¼ of Section 13, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 11.08 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from Hot Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from Hot Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
22	11.08

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 3/17/26

Print Name: Jude Gallegos Date

By: _____ 3-17-26

Print Name: Randy Porco Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/17/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/17/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50%. 1. Veronica Gallegos [redacted]

50%. 2. Randy Porco [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Gallegos Ditch No. 4 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Gallegos Ditch No. 4 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from Hot Creek in the NW ¼ SE ¼ of Section 13, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 12.32 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from Hot Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from Hot Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
19	12.32

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ Mar. 17, 2026

Print Name: Jude L. Gallegos — Date

By: _____ 3-17-26

Print Name: Randy Porco — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/17/26

Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/17/26

Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/30/2026

Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50% 1. Veronica Gallegos [redacted]

50% 2. Randy Porco [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Jose E Atencio Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Jose E Atencio Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Hot Creek in the NE ¼ SW ¼ of Section 13, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.93 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from Hot Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

RP Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from Hot Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
16	6.93

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Randy Porco
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Atencio

Company Owner

By: Randy Porco 1-9-26

Print Name: Randy Porco Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/9/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/9/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Alamos Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RTL Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RTL Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RTL Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Alamos Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SW ¼ of Section 25 T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.93 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

RTL One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

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forbear

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals zero acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
59	6.93

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

1. Ryan Lange / Jennifer Good
   [redacted]
2. Sierra Lomita, LLC c/o Armondo Valdez
   [redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Alamos

Company Owner

By: Ryan Lange / Jennifer Good, RN 11/29/2025

Print Name: Ryan Lange / Jennifer Good Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/8/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/8/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty L. Smith 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Listed Below

Address to mail payment to: Listed Below

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. 70% - Ryan Lange / Jennifer Good [redacted]
2. 30% - Sierra Lomita, LLC c/o Armondo Valdez - [redacted]
3.
4.
5.

FORBEARANCE AGREEMENT

John & Patricia Mestas

This Forbearance Agreement is entered into effective May 1, 2026 between ~~the Coddington Ditch~~ ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JM Pam Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JM Pam Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JM Pam Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Coddington Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SE ¼ NE ¼ of Section 14, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 51.16 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

JM PAM Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)	% owned
4	21.28	25%
87	29.88	25%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

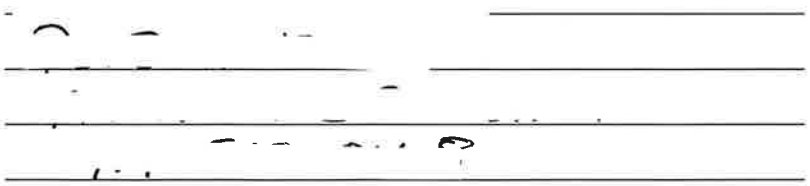
been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:



To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Patricia G Mestas

Print Name: Patricia A Mestas

Date: 3/23/26

By: _____

Print Name: _____

Date: _____

By: John mestas

Print Name: John Mestas

Date: 3/24/26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

3/23/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah

Angelo Bellah, Program Manager

3/23/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty L Smith

Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Patricia Mestas [redacted] 25%
2. John Mestas [redacted] 25%
3. J _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between ~~the~~ Lloyd Reynolds ~~Coddington Ditch~~ ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Coddington Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SE ¼ NE ¼ of Section 14, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 51.16 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LA One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)	% owned
4	21.28	50%
87	29.88	50%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 750 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Floyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50 % 1. Lloyd Reynolds [redacted]

50 % 2. ~~Frank Mestas~~ [redacted]

3. ~~and/or~~ ~~Patricia~~

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Commonwealth Irrigation Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MS Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MS Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MS Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Empire Canal ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SW ¼ of Section 6, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 30.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__MS__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to __N/A__ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
106	30.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 20.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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 Co.
PO Box 993
Alamosa, CO 81101

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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 the Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts before the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Matthew Sinclair 3-3-26

Print Name: Matt w Sinclair Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/3/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/3/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 3/30/2026
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Eskridge Garrett Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

___X___ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

___X___ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

____X_ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Eskridge Garrett Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NW ¼ of Section 13, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.34 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

___X__ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace all injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.5 below is the calling water right, except as provided in paragraph 2.5 below. The calling water right each day will be

deemed to be the last priority served on that day as identified in the Preliminary Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict will use the last priority served from the most recent Daily Report until a new Daily Report is issued.

2.3. On days meeting the criteria of 2.2 above, the Company can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as may be required for transit of water from storage to the top of the affected stream reaches during the irrigation season.

2.4. The number of acre-feet of injurious depletions to the water right decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
23	2.5
52	7.84

% owned
36%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.4, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: _____ By: _____

Print Name: Christopher Chavez Print Name: Bernadette Garcia

Date: 4/6/2026 Date: 4/6/2026

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/6/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Eskridge Garrett Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

___X___ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

___X___ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

____X_ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Eskridge Garrett Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NW ¼ of Section 13, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.34 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace all injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
23	2.5
52	7.84

% owned
647.

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will

have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Aaron W Peterson

Print Name: Aaron W Petesson

Date: 3-12-26

By: Michael W Petesson

Print Name: Michael W Petesson

Date: 3-12-26

By: _____

Print Name: Steven A. Rivera

Date: 3/12/2026

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

3/12/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

3/12/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

4/6/2026
Date

Company Owners

By: Aaron W Peterson

Print Name: Aaron W Peterson

Date: 3-12-26

By: Michael W Peterson

Print Name: Michael W Peterson

Date: 3-12-26

By: Karen M Amundson - Gallegos

Print Name: KAREN M. AMUNDSON GALLEGOS

Date: 3/25/2026

By: Steve Gallegos

Print Name: STEVE GALLEGOS

Date: 3/25/2026

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

3/12/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

3/12/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

_____
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Aaron & Michael Peterson Farms & Ranch

Steven A. Rivera Family Trust

Karen Amussen

Names and addresses of each individual/entity and percentage of payment each should receive:

1. [redacted] 81150 24%
2. [redacted] 19%
3. _____
4. Steve Gallegos [redacted] [redacted] 21%
5. _____
6. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Gallegos Ditch No. 2 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

RP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

RP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Gallegos Ditch No. 2 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NE ¼ of Section 24, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 11.08 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

RP Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
20	11.08

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Randy Porco
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Attorney Gallegos

Company Owner

By: Randy Porco 1-9-26

Print Name: Randy Porco Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bella 1/9/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bella 1/9/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Garcia Ditch No. 1 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

BG Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

BG Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

BG Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Garcia Ditch No. 1 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NE ¼ of Section 17, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.31 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
6	2.31

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 9-24-25

Print Name: Bob Peterson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 10/15/25

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Bob Peterson

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the H. Louise Shawcroft Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DF Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

DF Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

DF Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the H. Louise Shawcroft Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NE ¼ of Section 33, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 8.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

DT Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
1957-10	8.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

David Fawcette
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Shawcroft

Company Owner

By: David Faucette 1-20-26

Print Name: David Faucette Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/20/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/20/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty Smith 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Hansen La Jara Overflow Ditch No. 3 and Swamp Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JM Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JM Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JM Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Hansen La Jara Overflow Ditch No. 3 and the Swamp Ditch ("Ditches") and the water rights decreed thereto. The Ditches diverts water from the La Jara Creek. The Hansen La Jara Overflow Ditch No. 3 is located in the NW ¼ NW ¼ of Section 18, T36N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 21.28 c.f.s. The Swamp Ditch is located in the NW ¼ NE ¼ of Section 17, T36N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.49 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each 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. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

JM Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditches and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditches will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditches during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditches.

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 the Subdistricts with actual water:

Hansen La Jara Overflow Ditch No. 3

Priority No.	Amount (c.f.s.)	% Ownership
4	21.28	50%

Swamp Ditch

Priority No.	Amount (c.f.s.)	
5	2.49	50 %

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each 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. Each Subdistrict will pay the Company $ 80 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditches would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditches and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditches. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: John Mestas

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District

610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 per ditch. If the Agreement includes all Subdistricts, the total bonus will be $600.00 per ditch over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 per ditch for each year of the term of the Agreement. The total annual bonus payment will be $900.00 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 per ditch for a total of $2,700.00 per ditch paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 per ditch for each year of the term of the agreement. The total annual bonus payment will be $2,500 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 per ditch for a total of $7,500.00 per ditch paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 per ditch for each year of the term of the agreement. The total annual bonus payment will be $10,000 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 per ditch for a total of $30,000.00 per ditch paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John Mestas _____ _____

Print Name: John Mestas Date 3/24/26

By: _____ _____

Print Name: _____

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah _____ 3/24/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah _____ 3/24/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Hansen La Jara Overflow Ditch No. 3 and Swamp Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

_____ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

_____ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

_____ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Hansen La Jara Overflow Ditch No. 3 and the Swamp Ditch ("Ditches") and the water rights decreed thereto. The Ditches diverts water from the La Jara Creek. The Hansen La Jara Overflow Ditch No. 3 is located in the NW ¼ NW ¼ of Section 18, T36N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 21.28 c.f.s. The Swamp Ditch is located in the NW ¼ NE ¼ of Section 17, T36N, R11E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.49 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each 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. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

PAM Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditches may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditches requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditches or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to ____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditches under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditches and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditches will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts 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 pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditches during the term of this Agreement equals ____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditches.

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 the Subdistricts with actual water:

Hansen La Jara Overflow Ditch No. 3

Priority No.	Amount (c.f.s.)	% Ownership
4	21.28	50%

Swamp Ditch

Priority No.	Amount (c.f.s.)	
5	2.49	50%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each 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. Each Subdistrict will pay the Company $75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditches would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditches; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditches and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditches. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditches. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District

610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 per ditch. If the Agreement includes all Subdistricts, the total bonus will be $600.00 per ditch over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 per ditch for each year of the term of the Agreement. The total annual bonus payment will be $900.00 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 per ditch for a total of $2,700.00 per ditch paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 per ditch for each year of the term of the agreement. The total annual bonus payment will be $2,500 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 per ditch for a total of $7,500.00 per ditch paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 per ditch for each year of the term of the agreement. The total annual bonus payment will be $10,000 per ditch paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 per ditch for a total of $30,000.00 per ditch paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Patricia A Mestas — 3-23-26

Print Name: Patricia A. Mestas — Date

By: _____ _____

Print Name: _____

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/23/26

Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah — 3/26/26

Angelo Bellah, Program Manager — Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ — 3/30/2026

Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Patricia A. Mestas [redacted]
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Hardtack North Branch Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

BB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

BB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

BB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Hardtack Ditch North Branch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SW ¼ of Section 17, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 9.45 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount; if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to __N/A__ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Ditch	Priority No.	Amount (c.f.s.)
Hardtack North Branch	56	9.45

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 cw per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Hardtack

Company Owner

By: _____ 9-24-25

Print Name: Bob PeTerson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Bob Peterson

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Hardtack South Branch Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

BB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

BB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

BB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Hardtack Ditch South Branch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SW ¼ of Section 17, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 9.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount; if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to __N/A__ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Ditch	Priority No.	Amount (c.f.s.)
Hartack South Branch	56	9.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 9-24-25

Print Name: Bob Peterson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 10/15/25

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Bob Peterson

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Keystone Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

SC SM Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

SC SM Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

SC SM Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Keystone Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SW ¼ of Section 6, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.81 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

SC JM Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
104	2.81

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 10 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Keystone

Company Owner

By: Loren Mortensen 1/16/2026

Print Name: Loren Mortensen Date 1-16-2026

APPROVED: Shad Crowther

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/19/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/19/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty L. Smith 1/21/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Loren Mortensen

Address to mail payment to: [redacted]

Shad Crowther [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Loren Mortensen 50%
2. Shad Crowther 50%
3.
4.
5.

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the L. E. Shawcroft Sons Irrigation Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MF Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MF Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MF Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the L. E. Shawcroft Sons Irrigation Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ NW ¼ of Section 6, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

MF Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
1957-18	10.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 1.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Martelle Faatz 3/20/26

Print Name: Martelle Faatz Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/20/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/20/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By:
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Mantle Faatz

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1.
2.
3.
4.
5.

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Le Mita No. 1 Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

AV Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

AV Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Le Mita No. 1 Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SW ¼ of Section 25, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.93 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

AV Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to __ALL__ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals ___0____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
25	6.93

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $_75___ per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

____ Le Mita No. 1 Ditch _____

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

La Mirada

Company Owner

By: _____ January 15, 2026

Print Name: __Armando Valdez for Sierra Lomita, LLC__ Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 1/21/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: __Sierra Lomita, LLC_____

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Le Mita No. 2 Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

AV Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

AV Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Le Mita No. 2 Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ SE ¼ of Section 35, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 9.51 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

AV Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _ALL_ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals ___0___ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
6	2.31
53	7.2

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $__75___ per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Le Mita No. 2 Ditch
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

La Mita #2

Company Owner

By: _____ January 15, 2026

Print Name: _By_Armando Valdez for Sierra Lomita, LLC_ Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 1/21/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: __Sierra Lomita, LLC_____

Address to mail payment to: _[redacted]_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Loise Shawcroft Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DT Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

DT Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

DT Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Louise Shawcroft Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SE ¼ SW ¼ of Section 33, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 3.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

DT Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
51499.44634	3.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

David Fanchette
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Shawcroft

Company Owner

By: David Faucette 1-20-26

Print Name: David Faucette Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/20/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 1/20/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 1/21/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Lower La Jara Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Lower La Jara Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NE ¼ of Section 6, T35N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 34.9 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LR One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals __0__ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
63	18.67
65	6.23
81	10.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Lloyd Reynolds

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts. the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Lloyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: Dean Reynolds

Print Name: Dean Reynolds

Date: 2.3.26

By: Kenneth Reynolds

Print Name: Kenneth Reynolds

Date: 2-3-26

By: [signature]

Print Name: Austin Miller

Date: 3/2/26

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: [signature]
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: [signature]
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: [signature]
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

25%
1. Floyd Reynolds [redacted]
2. Vaughn Mellon
3. Kenneth Reynolds
4. Dean Reynolds
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Mc Cunniff Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

____ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

____ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

____ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Mc Cunniff Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NW ¼ of Section 14, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 16.6 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__✓__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals NA acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
7	16.6

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: McCunniff Ditch

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: See Signature Page 02/01/2026

Print Name: McCunniff Ditch Owners Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/10/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/10/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 2/19/26

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: McCanniff Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Fred Rivera - Fred Rivera
2. Bob Peterson - Bob Peterson
3. Sierra Lomita, LLC By Armanda Valdez
4. Armanda Valdez - Armanda Valdez
   Jessica Valdez - Jessica Valdez
5. Steve Gallegos - Steve Gallegos
6. David Muniz - David Muniz
7. Steven M. Rivera
8. Ann Braiden - Ann Braiden

Jeremy Silva Jeremy Silva
Keylenz Silva Keylenz Silva

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Miller Ditch La Jara ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

BB Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

BB Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

BB Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Miller La Jara ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NW ¼ of Section 15, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 66.4 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
1957-2	66.4

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Miller ditch

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Miller Ditch c/o Bob Peterson 9-24-25

Print Name: Bob Peterson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 9/24/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 10/15/25

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Miller Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Murphy Crowther Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

DR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

DR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Murphy Crowther Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NW ¼ of Section 33, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 18.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

DR One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to NA acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
1957-14	18.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.50 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Dean Reynolds
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Dean Reynolds 2-3-26

Print Name: Dean Reynolds Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/13/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 2/13/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty Smith 3/30/2026
Monty Smith, President Date

X Lloyd Reynolds

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50% 1. Dean Reynolds [redacted]

50% 2. Lloyd Reynolds [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Nate Garrett Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JdCn Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JdCn Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JdCn Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Nate Garrett Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SE ¼ of Section 18, T35N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 13.45 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

KCR Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
61	7.80
79	5.65

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Kip Norton

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ 9-25-25

Print Name: Kip Norton Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/25/25

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 9/25/25

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 10/15/25

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Kip Norton

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Newcomb Bros Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Newcomb Bros Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ NE ¼ of Section 13, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 16.18 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

__X__ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
23	9.02
42	7.16

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had

been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Petesson Farms & Ranch, LLC
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and

the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Aaron W Peterson 3-12-26

Print Name: Aaron W Peterson Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/12/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/12/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Pino Real Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

TR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

TR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

TR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Pino Real ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW ¼ NE ¼ of Section 10, T34N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.2 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

TR Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
49	7.2

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 100.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Thomas Ruybal

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Thomas Ruybal 3-13-2026

Print Name: Thomas Ruybal Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/13/26

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 3/13/26

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 3/30/2026

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Reed Ditch No. 1 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Reed Ditch No. 1 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ SW ¼ SE ¼ of Section 22, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 6.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

__X__ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
1957-3	6.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123

(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Kenneth Reynolds
Print Name: Kenneth Reynolds
1-26-2026
Date

By:
Print Name: Brock Canty
1-26-2026
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager
2/10/26
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By:
Angelo Bellah, Program Manager
2/10/26
Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By:
Monty Smith, President
2/19/26
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50 %

1. Nortonville Cattle Company
2. [redacted]
3. W and K Reed and company (Warren Reed)
4. [redacted]
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Reed Ditch 2 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Reed 2 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SE ¼ SW ¼ of Section 22, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 18.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LA One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
1957-5	4.0
1957-6	14.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Floyd Reynolds [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Lloyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: Kenneth Reynolds

Print Name: Kenneth Reynolds

Date: 2-3-26

By: Warren K. Reed

Print Name: WARREN K. REED

Date: 2-16-26

By: Ramona Kaye Martin

Print Name: Ramona Kaye Martin

Date: 2-23-2026

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

25%
1. Kenneth Reynolds [redacted]
2. Lloyd Reynolds
3. Castle Co. Dwight Martin
4. Warren Reed
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Reynolds Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Reynods ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SE ¼ NE ¼ of Section 14, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LK One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals __0__ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
1957-7	10.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Floyd Reynolds [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Lloyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

100% 1. Lloyd Reynolds owner [redacted]

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Reynolds Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

LR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

LR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

LR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Reynods ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SE ¼ NE ¼ of Section 14, T36N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.0 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

LK One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
1957-16	7.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: Floyd Reynolds [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

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8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owners

By: Lloyd Reynolds

Print Name: Lloyd Reynolds

Date: 2-3-26

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

2/13/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____
Monty Smith, President

3/30/2026
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

100% 1. Floyd Reynolds owner [redacted]

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Romero Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JM X Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JM X Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JM X Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Romero Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NW ¼ NW ¼ of Section 25, T35N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.68 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
18	7.68

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $100 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Romero

Company Owner(s)

By: [signature] 1-16-26
Date

Print Name: Johnathan Shannon Wright
Amber Wright

By: Sam Spouncas 1-16-26
Date

Print Name: Sam Spouncas
[illegible]

By: Loren Mortensen 1-19-26
Date

Print Name: Loren Mortensen

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bell 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: [signature] 1/16/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: [signature] 1/21/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

Shannon & Amber Wright

1. [redacted] 29%

2. [redacted] 26%

Sam Spounias

3. _____

Loren Mortensen

4. [redacted] 45%

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Sanco Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JG/TR Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JG/TR Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JG/TR Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Sanco ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the SW¼ NW ¼ of Section 2, T34N, R7E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 7.2 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

____ One Year (May 1, 2026 through April 30, 2027)

____ Three Years (May 1, 2026 through April 30, 2029)

____ Five Years (May 1, 2026 through April 30, 2031)

JG/TR Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
43	7.2

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 100.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch

would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Thomas Ruybal 3-13-2026
Date

Print Name: THOMAS Ruybal

By: 3/29/2026
Date

Print Name: JUAN GARZA
PRESIDENT, LEA

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/13/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/13/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 3/30/2026
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of:

Address to mail payment to:

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Thomas Zuybal [redacted] 40 ~~50~~ %
2. Juan Garza [redacted] 60 %
3.
4.
5.

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the Valley Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

__X__ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

__X__ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Valley Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the La Jara Creek in the NE ¼ SW ¼ of Section 15, T35N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 21.12 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from La Jara Creek by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forbear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from La Jara Creek at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Alamosa Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
12	21.12

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 75.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full

accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

_____

_____

_____

_____

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: _____ Mar 12-2026
Date

Print Name: DAVID MUNIZ

By: _____ 3/17/2026
Date

Print Name: Martin Gonzalez

By: _____ 3/17/26
Date

Print Name: Jude Gallegos

By: _____ 3/20/26
Date

Print Name: Margaret Large

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/12/26
Angelo Bellah, Program Manager — Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/12/26
Angelo Bellah, Program Manager — Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/30/2026
Monty Smith, President — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. David Muniz [redacted] 10.24%
2. Maria & Martin Gonzales [redacted] 49.58%
3. Veronica Gallegos [redacted] 27.64%
4. Margaret Tino Large [redacted] 12.54%
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the El Llano ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MP Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

MP Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

MP Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the El Llano ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Los Pinos River in the __ ¼ NE ¼ of Section 26, T32N, R8E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 31.18 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Los Pinos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

PP Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to N/A acre-feet of injurious stream depletions to the water rights of the Company diverted from the Los Pinos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals N/a acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
41	31.18

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day. Forty

3. Payment. Each Subdistrict will pay the Company $ 40.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: El Llano Ditch
c/o Robert Baca
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: Rudolph E. Pacheco 4-10-2024

Print Name: Rudolph E. Pacheco Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/15/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/15/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty L Smith 4/17/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: El Llano Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. 100% El Llano
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Pinos Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Los Pinos Ditch ("Ditch") and the water rights decreed thereto. The Los Pinos Ditch diverts water from the Los Pinos River in the SW1/4 of Section 24, Township 32 North, Range 8 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 22.94 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Los Pinos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Ditch's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for Plan Years 2020, 2021 and 2022

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2020 through April 30, 2021)

_____ Three Years (May 1, 2020 through April 30, 2023)

_____ Five Years (May 1, 2023 through April 30, 2028)

AV X Ten Years (May 1, 2023 through April 30, 2033)

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Company diverted from the Los Pinos River at the headgate of the Ditch under priority no(s). listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
7	22.94

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company $__70____ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $__70____ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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:

Los Piños Ditch No. 7
[redacted]

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Los Pinos Ditch

By: _____, President

04/25/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/25/2023
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/25/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: ___Los Piños Ditch No. 7_____

Address to mail payment to: _____ [redacted] _____

_____ _____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Centennial Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JH Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

JH Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JH Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Centennial Ditch ("Ditch") and the water rights decreed thereto. The Centennial Ditch 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. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

JH Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement the Company will agree to forebear from requiring each Subdistrict to replace injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Centennial Ditch Company while Priority 173 is the calling water right and ongoing through the irrigation season for Priority 32 with approval by Ditch Superintendent at least 48 hours in advance of Priority 32 approaching on Call status on the Rio Grande. Each Subdistrict may choose to remedy injurious stream depletions under this agreement or by providing water, in its sole discretion.

2.2. This Agreement applies on each day during the term of the Agreement that the Ditch 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a

running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. At any time while Priority 32 is the calling water right on the Rio Grande and the ditch is in forbearance with one or more Subdistricts, the Ditch Superintendent can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as may be required for transit of water from storage to the ditch headgate during the irrigation season. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under the Subdistricts ARPs will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in each Subdistrict's ARP, as approved by the State and Division Engineers.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
32	47.4
173	35.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Company an amount equal to the per acre-foot price Subdistricts are paying in each year of this agreement for temporary leases of water. This rate will be paid for every acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Company an amount equal to the per acre-foot price Subdistricts are paying in each year of this agreement for temporary leases of water. This rate will be paid for every acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company an amount equal to the per acre-foot price Subdistricts are paying in each year of this agreement for temporary leases of water. This rate will be paid for every acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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
118 Washington Street
Monte Vista, CO 81144

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Centennial Ditch Company

By: _____ 3-16-23
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/16/23
Angelo Bellah, Program Manager Date

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/16/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/16/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Centennial Irrigating Ditch Co.

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1st, 2026 between the United States Department of the Interior's Fish and Wildlife Service ("FWS") ,the following Water Activity Enterprises of the Rio Grande Water Conservation District, indicated below, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District acting as a Water Activity Enterprise ("Trinchera Subdistrict"), (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MO Water Activity Enterprise of Special Improvement District No. 1 "Subdistrict No. 1"

MO Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

MO Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

MO Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

MO Trinchera Subdistrict

RECITALS

A. FWS owns and operates the Chicago Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio Grande in the SE¼ SE¼ of Section 11, T37N, R10E, N.M.P.M., and has decreed priorities totaling 66.4 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. FWS, 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 FWS's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and FWS agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

N.O Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, FWS may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by FWS.

2.1. Under the terms of this Agreement, FWS will forebear from requiring the Subdistrict to replace injurious stream depletions to the water rights of FWS diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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. On days meeting the criteria of 2.2 above, FWS can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as may be required for transit of water from storage to the top of the affected stream reaches during

the irrigation season. Due to the requirements of the Refuge mission, there could be some days where delivery of wet water would be crucial to meeting congressional obligations.

2.4. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch 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 both FWS 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.1 below.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water and the FWS determines may occur in place of a wet water delivery:

Priority No.	Amount (c.f.s.)
174	23.2
196	3.2
1934-14	40.0

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay FWS $164 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide FWS with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. FWS will have fourteen days following the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict provides FWS with an accounting of the unreplaced injurious depletions to

FWS's water rights and the amount of the payment due, but not later than April 15th. In lieu of an actual cash payment, FWS would like the payment in form of credits to be applied against its fees accrued in Subdistrict 6.

4. No Subordination or Waiver of Right to Call. The forbearance by FWS 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 Ditch. Under this Agreement FWS 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 FWS will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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 FWS: Mike Oldham, FWS Administrator, SLV NWR Complex
7824 El Rancho Lane, Alamosa, CO 81101

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To the Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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 FWS's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance.

In the event of the Subdistrict's default in the performance of this Agreement, FWS's remedies will be to retain all payments made by 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 FWS 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 FWS or the 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 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. 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, and also includes Federal holidays, 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 Parties. 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. FWS may not assign its rights or delegate its duties hereunder without the prior written consent of 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 FWS, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of FWS in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict selected above, regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to FWS on or before December 31, of each year for the term of the Agreement.

Chicago Ditch Owner

By: _____ 4-1-2026
Date

Print Name: Mike Oldham

APPROVED:
Special Improvement District No. 1
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4-2-2026
Quinton Norris, Program Manager Date

APPROVED:
Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/2/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Commonwealth Irrigation Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

L C Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

L.C. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

L.C. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Empire Canal ("Ditch") 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 505.92 c.f.s. from the Rio Grande

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

L.C. Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring each of the Subdistricts to replace up to 500 acre-feet of injurious stream depletions to the water rights of the Ditch diverted from the Rio Grande River at the headgate of the Ditch under priority nos. 236A, 310A, 335A, 361A and 361B by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the

top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of a Subdistrict's estimated unreplaced depletions to the Empire Canal during the term of this Agreement equals 500 acre-feet, that Subdistrict will begin replacement of all injurious stream depletions to the Empire Canal.

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

Priority No.	Amount (c.f.s.)
236A	312.30
310A	6.00
335A	2.30
361A	92.00
361B	93.32

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Company $ 20. per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Company $ 20. per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $ 20. per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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
P.O. Box 993
Alamosa, CO 81101

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Commonwealth Irrigation Company

By: Lawrence Crowder 3-14-2024
Date

Print Name: Lawrence Crowder

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/22/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/22/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: 3/22/24
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Commonwealth Irrigation Company

Address to mail payment to: P.O. Box 993
Alamosa, CO 81101

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into, effective May 1, 2026, between the Excelsior Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

R.O. Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

R.O. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

R.O. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Excelsior Ditch ("Ditch") and the water rights decreed thereto. The Excelsior Ditch diverts water from the Rio Grande in the SE1/4 NW1/4 of Section 6, T38N, R9E, N.M.P.M., and has decreed priorities totaling 89.70 c.f.s. from the Rio Grande

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:
Please initial next to your selection:

R.D. One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forbear from requiring each of the Subdistricts to replace any of the injurious stream depletions to the water rights of the Ditch diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of

water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
74	8.4
163	45.7
249	6.2
262	29.4

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment: The Subdistrict will pay the Company $ 275 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the

Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Excelsior Ditch Company
PO Box 631
Monte Vista, CO 81144

To the Subdistricts:

Deputy General 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 the Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts before the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistricts, and to require the Subdistricts to pay the Ditch 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $4,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above, regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Excelsior Ditch Company

By: Roy H. Oliver
Print name: Roy H. Oliver

2-24-26
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

2/24/26
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

2/24/26
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

2/24/26
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Excelsior Ditch Company

Address to mail payment to: ~~118 Washington Street~~ P.O. Box 631
Monte Vista, CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, between Special Improvement District No. 3 (Conejos) of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict") and the San Luis Valley Irrigation District ("Company"), (sometimes collectively referred to as the "Parties"),

RECITALS

A. The Company owns and operates the Farmers Union Canal ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio Grande River in the NE¼ SW¼ of Section 36, T40N, R6E, N.M.P.M., and has decreed priorities totaling 801.36 c.f.s.

B. The Subdistrict is responsible for implementing the 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 Rio Grande River by the Ditch 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 Ditch at the top of the Stream Reach to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

**RWP** One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to **25.0** acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority Nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in its 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 the Ditch 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells

operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals **25.0** acre-feet, the Subdistrict will have the option to forbear an additional **500.0** acre-feet at a cost of $ **250.0** per acre-foot or will begin replacement of all injurious stream depletions to the Ditch with wet water.

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

Priority No.	Amount (c.f.s.)
314	138.8
328T	0.25
353T	0.95
1903-17B	5.45
1903-22F	105.41
1903-24F	280.47
1903-30F	159.69
1903-34G	110.18

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ **0.00** per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach up to a maximum of **25.0** acre-feet pursuant to the terms of this Agreement.

With the execution of the Long-Term Storage Agreement in January of 2021 between the Rio Grande Water Conservation District ("District") and the Company at Rio Grande Reservoir ("Reservoir"), the District's Board of Directors have agreed to offer the Subdistrict that is storing water within the District's leased space in the Reservoir a no-cost forbearance agreement. Subdistrict currently has **536.1** acre-feet of water stored in the Reservoir.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this

Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

No payment for a maximum of 25.0 acre-feet of 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 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 Ditch. Under this Agreement, the Company 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, the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under its 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:

San Luis Valley Irrigation District
c/o President
P.O. Box 637
Center, CO 81125

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
(719) 589-6301

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 the Company's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by the Subdistrict before 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 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 outlined in this Agreement, no representations, warranties, or agreements have been made by the Company or the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over ther term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

San Luis Valley Irrigation District

By: _____ 12-15-2025
Robert Phillips Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 12/15/25
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: **San Luis Valley Irrigation District**

Address to mail payment to: **PO Box 637, Center, CO 81125**

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Monte Vista Water Users' Association ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Monte Vista Canal ("Ditch") and the water rights decreed thereto. The Monte Vista Canal diverts water from the Rio Grande in the NE¼ SW¼ of Section 6, T39N, R7E, N.M.P.M., and has decreed priorities totaling 340.77 c.f.s. from the Rio Grande

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for Plan Years 2022, 2023 and 2024.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace up to ____300_____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a

running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of a Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ____300____ acre-feet, that Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
224	132.20
358	125.30
1903-24A	13.35
1903-30A	20.58
1903-34A	9.44
1903-37	3.75
1903-41	1.63
1903-45A	10.42
1903-46A	5.21
1903-49B	14.33
1903-52A	4.56

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 3 will pay the Company an amount equal to the per acre-foot fee assessed to sprinkler use in Subdistrict No. 2 annually for every acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company an amount equal to the per acre-foot fee assessed to sprinkler use in Subdistrict No. 2 annually for every acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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, Monte Vista Water Users' Association
147 Washington Street
P.O. Box 288
Monte Vista, CO 81144

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Monte Vista Water Users' Association

By: _____ 3-22-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Monte Vista Water Users

Address to mail payment to: 147 Washington St
Monte Vista, CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1st, 2026 between the United States Department of the Interior's Fish and Wildlife Service ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, indicated below, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District acting as a Water Activity Enterprise ("Trinchera Subdistrict"), (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

M.O Water Activity Enterprise of Special Improvement District No. 1 "Subdistrict No. 1"

M.O Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

M.O Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

M.O Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

M.O Trinchera Subdistrict

RECITALS

A. FWS owns and operates the New Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio Grande in the SW¼ NW¼ of Section 28, T37N, R11E, N.M.P.M., and has decreed priorities totaling 30.43 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. FWS 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 FWS's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and FWS agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

M.O Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, FWS may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by FWS.**

2.1. During the term of this Agreement, FWS will forebear from requiring the Subdistrict to replace injurious stream depletions to the water rights of FWS diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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. On days meeting the criteria of 2.2 above, FWS can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as

may be required for transit of water from storage to the top of the affected stream reaches during the irrigation season. Due to the requirements of the Refuge mission, there could be some days where delivery of wet water would be crucial to meeting congressional obligations.

2.4. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch 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 both FWS 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.1 below.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water and the FWS determines may occur in place of a wet water delivery:

Priority No.	Amount (c.f.s.)
1903-22	2.61
1903-49A	2.61
1903-62	5.21
1959-25	20.0

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay FWS $164 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide FWS with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. FWS will have fourteen days following the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict provides FWS's with an accounting of the unreplaced injurious depletions to FWS's water rights and the amount of the payment due, but not later than April 15th. In lieu of an actual cash payment, FWS would like the payment in form of credits to be applied against its fees accrued in Subdistrict 6.

4. No Subordination or Waiver of Right to Call. The forbearance by FWS 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 Ditch. Under this Agreement FWS 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 FWS will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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 FWS: Mike Oldham, FWS Administrator, SLV NWR Complex
7824 El Rancho Lane, Alamosa, CO 81101

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To the Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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 FWS's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default in the performance of this Agreement, FWS's remedies will be to retain all payments made by 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 FWS 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 FWS or the 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 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. 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, and includes Federal holidays, 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 Parties. 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. FWS may not assign its rights or delegate

its duties hereunder without the prior written consent of 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 FWS, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of FWS in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above, regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to FWS on or before December 31, of each year for the term of the Agreement.

New Ditch Owner

By: _____ 4-1-2026
Date

Print Name: Mike Oldham

APPROVED:
Special Improvement District No. 1
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4-2-2026
Quinton Norris, Program Manager Date

APPROVED:
Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/1/26
Angelo Bellah, Program Manager Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/2/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Eric Ellithorpe ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

E.E. Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

E.E. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

E.E. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns a portion of decreed water rights being diverted in the Rio Grande Canal ("Ditch"). The Rio Grande Canal diverts water from the Rio Grande in the NW¼ of Section 30, T40N, R6E, N.M.P.M.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Owner may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Owner at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 3033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owner.

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Owner 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 Owner will be calculated each day the Owner 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 both the Owner 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 Owner would have been able to divert, but for the depletions caused by wells operating under the 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 respective ARP's as approved by the State and Division Engineers. The actual amount of injurious depletions to the Owner 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 Owner are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% Owned
178	11.21	17.5%
198	19.59	16.3%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Owner is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Owner to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Owner would have been able to divert if all unreplaced injurious depletions to the Owner had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owner; and (2) a calculation of the amount of the

payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owner 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 Ditch. Under this Agreement the Owner 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 the Owner will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owner:

[redacted]

To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to

require the Subdistricts to pay the Owner 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 Owner or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $4,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31, of each year for the term of the Agreement.

Eric Ellithorpe, Owner

By: _____ 4-10-2023
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/2023
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/2023
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/2023
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Eric Ellithorpe

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Mike Kruse ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

MK Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

MK Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

MK Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns a portion of decreed water rights being diverted in the Rio Grande Canal ("Ditch"). The Rio Grande Canal diverts water from the Rio Grande in the NW¼ of Section 30, T40N, R6E, N.M.P.M.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Owner may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Owner at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

MR Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owner.

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Owner 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 Owner will be calculated each day the Owner 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 both the Owner 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 Owner would have been able to divert, but for the depletions caused by wells operating under the 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 respective ARP's as approved by the State and Division Engineers. The actual amount of injurious depletions to the Owner 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 Owner are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% Owned
178	11.21	58.1%
198	19.59	20.0%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Owner is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Owner to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Owner $250 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Owner $250 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $250 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Owner would have been able to divert if all unreplaced injurious depletions to the Owner had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owner; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owner 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 Ditch. Under this Agreement the Owner 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 the Owner will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owner:

_____
_____
_____

To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Owner 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 Owner or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the

length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $4,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31, of each year for the term of the Agreement.

Mike Kruse, Owner

By: _____ 3/29/23
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, between Special Improvement District No. 3 (Conejos) of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict") and the Rio Grande Canal Water Users' Association ("Company"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Company owns and operates the Rio Grande Canal ("Ditch") 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 1,648.50 c.f.s., including special water rights delivered in the Rio Grande Canal, of which Rio Grande Canal Water Users Assn. are partial owners of some of these special water rights. This agreement does not include the winter recharge rights.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

__X__ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

_____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount, and if not accepted, the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years' notice before the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to replace up to 150 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month by the estimated monthly stream

depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of a Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals 150 acre-feet, that Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

"Special Water" Priorities		
Priority No.	**Amount (c.f.s.)**	**% Owned**
176	2.80	100.00%
178	11.20	18.64%
197	20.00	83.05%
198	19.60	57.07%

Rio Grande Canal Water User's Assn. Priorities	
Priority No.	**Amount (c.f.s.)**
216-A	318.40
276-A	22.80
288-A	22.70
312-A	26.00
338 ½-A	33.60
344	24.40
358-A	16.60
363-A	43.40
363-B	52.00
365	293.70
1903-24C	45.00
1903-30C	84.96
1903-34C	48.99
1903-37B	38.74
1903-41B	41.34
1903-45C	88.14
1903-46C	81.71
1903-49D	183.60
1903-52C	82.68
1903-57A	44.92
1903-61A	43.62

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement, the Company 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, the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under its 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 the Subdistrict:

Deputy General 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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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 for 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement, but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby includes a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the total annual bonus payment will be $200.00 paid over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 for each year of the term of the Agreement. The total annual bonus payment will be $1,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 for each year of the term of the Agreement. The total annual bonus payment will be $3,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

(*signatures on following page*)

Rio Grande Canal Water Users' Association

By: _____ 3/4/26
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/6/26
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Rio Grande Canal Water Users

Address to mail payment to: 147 Washington St
Monte Vista, CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between David Toews ("Owner") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

DWT ✓ Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

DWT ✓ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

DWT ✓ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns a portion of decreed water rights being diverted in the Rio Grande Canal ("Ditch"). The Rio Grande Canal diverts water from the Rio Grande in the NW¼ of Section 30, T40N, R6E, N.M.P.M.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Owner may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Owner at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Owner 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 Owner's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARPs.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Owner agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

DWT Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Owner.

2.1. During the term of this Agreement, the Owner will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Owner 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 Owner will be calculated each day the Owner 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 both the Owner 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 Owner would have been able to divert, but for the depletions caused by wells operating under the 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 respective ARP's as approved by the State and Division Engineers. The actual amount of injurious depletions to the Owner 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 Owner are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)	% Owned
198	19.59	6.6%

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Owner is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Owner to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Owner $ 250.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

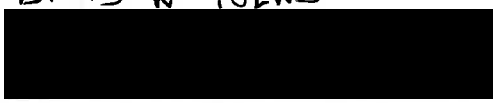
3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Owner would have been able to divert if all unreplaced injurious depletions to the Owner had been replaced during the term of this Agreement, and provide the Owner with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Owner; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Owner will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Owner with an accounting of the unreplaced injurious depletions to the water rights of the Owner and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Owner 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 Ditch. Under this Agreement the Owner 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 the Owner will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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 Owner: DAVID W TOEWS



To the Subdistricts:

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 Owner's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Owner's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Owner 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 Owner or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Owner and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $4,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Owner on or before December 31, of each year for the term of the Agreement.

David Toews, Owner

By: _____ APRIL 11, 2023
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: DAVID W TOEWS

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Rio Grande Lariat Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Rio Grande Lariat ("Ditch") and the water rights decreed thereto. The Rio Grande Lariat diverts water from the Rio Grande in the NE¼ SW¼ of Section 22, T39N, R7, N.M.P.M., and has decreed priorities totaling 106.78 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to 500_____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
217	53.02
1903-12A	2.61
1903-17	3.62
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
1903-22A	5.86

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $35.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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: Lariat Ditch Company
118 Washington Street
Monte Vista CO 81144

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Ditch Owner

By: _____ Pres

4/14/2023
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/24/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/24/2023
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/24/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Rio Grande Canal Ditch Company

Address to mail payment to: 118 Washington Street
Monte Vista CO 8144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

ADDENDUM to the FORBEARANCE AGREEMENT

Between

The Lariat Irrigation Company and the Rio Grande Water Conservation District, acting for and on behalf of the Water Activity Enterprises of Special Improvement District No. 2, Special Improvement District No. 3, and Special Improvement District No. 6, of the Rio Grande Water Conservation District

Section 2.5, Priorities Decreed to the Ditch

The following priorities will supersede the priorities listed in the original Forbearance Agreement:

Priority No.	Amount (c.f.s)
217	53.02
1903-12A	2.61
1903-17	3.62
1903-22A	5.86
1903-24B	15.87
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

LARIAT IRRIGATION COMPANY

By: _____ Date: 05/30/2024
Ted Hammonds, President

Special Improvement District No. 2, No. 3, and No. 6 of the Rio Grande Water Conservation District, Water Activity Enterprise

By: _____ Date: 05/30/2024
Angelo Bellah, Program Manager

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Rio Grande Piedra Valley Ditch Company ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

__X__ Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

__X__ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

__X__ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Rio Grande Piedra Valley Ditch and the water rights decreed thereto ("Ditch"). The Ditch diverts water from the Rio Grande River in the SW1/4 SE1/4 of Section 8, Township 39 North, Range 7 East, N.M.P.M. in Rio Grande County, Colorado, and has decreed priorities totaling 94.48 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

__X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the

2.3. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
146	42.90
241	32.80
1903-24	0.38
1903-30	0.85
1903-34	1.14
1903-45	1.91
1903-46	0.57
1903-49	3.00
1903-52	3.05
1903-57	4.46
1903-61	3.42

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $25.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this

Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Rio Grande Valley Ditch CO.
1604 County Rd. 28
Monte Vista, CO 81144

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Rio Grande Piedra Valley Ditch Company

By: _____ 4-13-23
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Rio Grande Valley Ditch Company

Address to mail payment to: 1604 Cty Rd 28
Monte Vista CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2025 between the Rio Grande San Luis Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

X Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"

X Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

X Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Rio Grande San Luis Ditch and the water rights decreed thereto ("Ditch"). The Ditch diverts water from the Rio Grande River in the NE1/4 SW1/4 of Section 22, Township 39 North, Range 7 East, N.M.P.M. in Rio Grande County, Colorado, and has decreed priorities totaling 53.24 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water rights are remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2025 through April 30, 2026)

_____ Three Years (May 1, 2025 through April 30, 2028)

_____ Five Years (May 1, 2025 through April 30, 2030)

__X___ Ten Years (May 1, 2025 through April 30, 2035)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 2025 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
156	1.00
204	14.60
217	0.38
220	5.50
298	9.52
1903-22D	19.06
1903-30E	0.54
1903-34B	2.48
1903-57E	0.16

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment:

Subdistrict No. 2 will pay the Company $_50___ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 3 will pay the Company $_50___ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

Subdistrict No. 6 will pay the Company $_50___ per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate

the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide 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 fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their ARPs.

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: Rio Grande San Luis Ditch
PO Box 631
Monte Vista, CO 81144

To the Subdistricts:

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 Company's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific

performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any

other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes all three Subdistricts, the total bonus will be $600.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes all three Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Rio Grande San Luis Ditch

By: _____ 2/7/25
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 2/7/25
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 2/7/25
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 2/7/25
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: ~~Rio Grande San Luis Ditch~~ Consolidated Ditch and Headgate Co.

Address to mail payment to: PO Box 631, Monte Vista, CO 81144

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Broyles Overflow No. 4 Ditch ("Ditch") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

E. S. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

E. S. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Broyles Overflow No. 4 Ditch and the water rights decreed thereto. The Broyles Overflow No. 4 Ditch diverts water from the Rio San Antonio in the NE1/4 SW1/4 of Section 30, Township 33 North, Range 10 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 5.50 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Ditch, acting through its members and/or governing body 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 Ditch's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Owner agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Ditch.**

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Ditch and the Subdistricts will keep a running

total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
71	1.50
72	2.50
73	1.50

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistricts will pay the Owner $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Ditch with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Ditch will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Ditch with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Ditch 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 Ditch. Under this Agreement the Ditch

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 the Ditch will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Ditch:

_____
_____
_____
_____

To the Subdistricts:

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 Ditch's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Ditch's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Ditch may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Ditch and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Ditch in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Ditch on or before December 31, of each ARP year for the term of the Agreement.

Elliott Salazar

By: _____ 4/11/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager — Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager — Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the 8 mile ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JD Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JD Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JD Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the 8 mile ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the San Antonio River in the NE¼ NE ¼ of Section 17, T33N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 40.78 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the San Antonio River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

___ One Year (May 1, 2024 through April 30, 2025)
___ Three Years (May 1, 2024 through April 30, 2027)
___ Five Years (May 1, 2024 through April 30, 2029)
___ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to ____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the San Antonio River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
194C	30.00
196C	10.78

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

8 mile Ditch

[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bella 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bell 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: 8 mile Ditch

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

Florida

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Florida / Riede / Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

~~Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"~~

Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Florida Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SW¼ SE¼ of Section 29, T33N, R9E, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 20.80 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

JB Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to 1,000 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals 0 acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
116	20.80

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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: Los Cayotes Lucero, LLC.

[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.1 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.2 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.3 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.4 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31, of each year for the term of the Agreement.

Florida Ditch / Riedel

By: Jill Lucero
Melvin Lucero

3/30/2023
Date

APPROVED:

Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: AB Bell
Angelo Bellah, Program Manager

AB 98
3/30/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: AB Bell
Angelo Bellah, Program Manager

3/30/23
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: AB Bell
Angelo Bellah, Program Manager

3/30/23
Date

To ensure payments are made correctly, please fill in the following:

See Below

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: PO Box 152

Antonito, Co. 81120

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50% 1. Los Coyotes Lucero, LLC. [redacted]

50% 2. Alianza Lucero, LLC [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JR Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

JR Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Galvis Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SE ¼ NE ¼ of Section 18, T32N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.97 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

___X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to All acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals N/A acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
36	10.97

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Los Coyotes Lucero, LLC.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Galvis Ditch

By: _____ 4-1-2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

____ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

____ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Jaramillo Overflow No. 2 Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SE ¼ NW ¼ of Section 30 T33N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 2.00 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

___X_ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ALL acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
75	2.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Los Coyotes Lucero, LLC.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Jaramillo Overflow No. 2 Ditch

By: _____ 4-6-23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

_____ - Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

_____ Water Activity Entmprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Lovato Irrigation ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SW ¼ SE ¼ of Section 25, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 27.58 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management {"Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreemen½ the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501 (4)(b)(l)(B), C.R.S., pursuant to which injuzy to the Company's water right is remedied by m other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

__ One Year (May 1, 2023 through April 30, 2024)

__ Three Years (May 1, 2023 through April 30, 2026)

__ Five Years (May 1, 2023 through April 30, 2028)

l,,.. 5,c(jic_ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ,1U,.. _ acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ALL acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)	% of Priority Being Forbeared
33	27.58	50%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Los Coyotes Lucero, LLC.
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Lovato Ditch

By: _____ 4/6/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/2023
Angelo Bellah, Program Manager Date

_____ 4/11/23

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucco, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Maes Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

___X___ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

___X___ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

___X___ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Maes Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the NW¼ NW¼ of Section 35, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 4.00 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

___X__ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to **1,000** acre-feet of injurious stream depletions to the water rights of the Company diverted from the Conejos River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
116	2.925
180	1.075

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company **$30.00** per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will

have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Maes Ditch Co
[redacted]

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the

total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Maes Ditch

By: _____ 4/9/24
LeRoy Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 4/11/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: L&L Engineering, LLC

Address to mail payment to: LeRoy Salazar, [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

____ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

____ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Martinez Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SW ¼ SE ¼ of Section 29, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 13.68 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

___X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to NLL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals AU acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
57	13.68

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Los Coyotes Land Co, LLC
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or

delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Martinez Ditch Owner

By: _____ 4/6/2023
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/6/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero, LLC.

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Andrew Velasquez for Punche Ditch Water Users ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

AV Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

AV Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Punche Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SE ¼ NE ¼ of Section 33 T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 15.00 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

___X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace up to ALL acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistrict's estimated unreplaced depletions to the Ditch during the term of this Agreement equals ALL acre-feet, the Subdistrict will begin replacement of all injurious stream depletions to the Ditch.

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

Priority No.	Amount (c.f.s.)
94	15.00

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $ 50.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the

payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

ANDREW VELASQUEZ
PUNCHE DITCH WATER USERS
[redacted]

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the

total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Andrew Velasquez for Punche Ditch Water Users

By: _____ 4/27/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/27/2023
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/27/2023
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: ANDREW VELASQUEZ

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

Riedel

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May1, 2023 between the Los Coyotes Lucero, LLC ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

~~___X___ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 2"~~

___X___ Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

___X___ Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Company owns and operates the Riedel Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the SW¼ SE¼ of Section 29, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 13.75 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch 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 Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

___X__ Five Years (May 1, 2023 through April 30, 2028)

_____ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch 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 both the Company 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 Ditch would have been able to divert, but for the depletions caused by wells operating under the 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 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
192	13.75

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch 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 Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay the Company $30.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The company will have fourteen days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict 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 15th.

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 Ditch. Under this Agreement the Company 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 the Company will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their 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:

Los Coyotes Lucero, LLC
[redacted]

Copy to:

Alianza Lucero, LLC
5730 Velvet Ct.
Colorado Springs, CO 80918

To the Subdistrict:

Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, Company's remedies will be to retain all payments made by 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 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 the 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 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. 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 the Company 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. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of 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 the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement.

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Florida Ditch / Riedel

By: _____ 3/30/2023
Melvin Lucero
Date

APPROVED:

~~**Special Improvement District No. 2**~~
~~**of the Rio Grande Water Conservation District,**~~
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/23
Angelo Bellah, Program Manager
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Los Coyotes Lucero, LLC.

See Below

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

50% 1. Los Coyotes Lucero, LLC. [redacted]

50% 2. Alianza Lucero, LLC [redacted]

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Rincones Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JLA Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JLA Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JLA Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Rincones ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the San Antonio River in the SW ¼ SW ¼ of Section 5, T33N, R10E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 22.25 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the San Antonio River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

JJ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the San Antonio River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 _____ Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
24	22.25

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Rincones Ditch Company
C/o John Salazar President
[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24

Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24

Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24

Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the New Cenicero Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

E.S. Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

E.S. Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

E.S. Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Senicero ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the San Antonio River in the SE ¼ SW ¼ of Section 27, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 18.31 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the San Antonio River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

S.S. Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to n/a acre-feet of injurious stream depletions to the water rights of the Company diverted from the San Antonio River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals n/a acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
11	18.31

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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: [redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

President of New Conditions Ditch Co.

By: Elliott H. Salazar 4/16/24

Print Name: Elliott H. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/17/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 4/17/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty Smith 4/17/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: Sinecco Ditch Co. c/o Elliott Salazar

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Sisneros Ditch ("Ditch") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

E. S. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

E. S Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns and operates the Sisneros Ditch and the water rights decreed thereto. The Sisneros Ditch diverts water from the Rio San Antonio in the SE1/4 SE1/4 of Section 26, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 6.55 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Ditch, acting through its members and/or governing body 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 Ditch's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for Plan Years in which the agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Owner agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X___ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Ditch.**

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the

top of the affected Stream Reach, and both the Ditch and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Priority No.	Amount (c.f.s.)
187	6.55

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistricts will pay the Owner $ 50.00 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide the Ditch with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Ditch will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Ditch with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Ditch 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 Ditch. Under this Agreement the Ditch 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 the Ditch will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Ditch:

_____

_____

To the Subdistricts:

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 Ditch's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Ditch's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Ditch may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Ditch and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Ditch in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Ditch on or before December 31, of each ARP year for the term of the Agreement.

Sisneros Ditch

By: _____ 4/11/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 4/11/23
Angelo Bellah, Program Manager Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024 between the Star Ditch ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict") sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

JJ Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

JJ Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

JJ Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company owns and operates the Star ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the San Antonio River in the SE ¼ SE ¼ of Section 26, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 10.3 c.f.s.

B. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the San Antonio River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2024 through April 30, 2025)

_____ Three Years (May 1, 2024 through April 30, 2027)

_____ Five Years (May 1, 2024 through April 30, 2029)

AJ Ten Years (May 1, 2024 through April 30, 2034)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace up to _____ acre-feet of injurious stream depletions to the water rights of the Company diverted from the San Antonio River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below. When the total amount of the Subdistricts' estimated unreplaced depletions to the water rights decreed to the Ditch during the term of this Agreement equals _____ acre-feet, the Subdistricts will begin replacement of all injurious stream depletions to the calling water right decreed to the Ditch.

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

Priority No.	Amount (c.f.s.)
185	6.3
186	4.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 30.00 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than April 15th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

Star Ditch

[redacted]

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street

Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1842

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

Company Owner

By: John T Salazar 5-7-24

Print Name: John T. Salazar Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah 5/9/24
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: 5/15/24
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: John Salazar

Address to mail payment to: [redacted]

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____

2. _____

3. _____

4. _____

5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 between the San Luis Valley Irrigation Well Owners, Inc., a Colorado Corporation ("SLVIWO"), as the owner of certain decreed water rights as stated in Case No. 2015CW3030, District Court, Water Division No. 3 ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Subdistricts" or individually "Subdistrict", sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

NS Water Activity Enterprise of Special Improvement District No. 3 ("Subdistrict No. 3")

NS Water Activity Enterprise of Special Improvement District No. 6 ("Subdistrict No. 6")

NS Groundwater Management Subdistrict of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise ("Trinchera Subdistrict")

RECITALS

A. The Company holds title to various water rights as decreed in Case No. W-3394 and as pending in Case No. 2015CW3030, both District Court, Water Division No. 3.

B. The water rights held by SLVIWO were originally decreed to the Taos Valley Canal No. 3 in the Matter of the Adjudication of the Priority of Water Rights in the Conejos River and Rio San Antonio (Water District No. 88), District Court, Conejos County, Colorado (October 3, 1890).

C. The Company owns and operates the Taos Valley Canal No. 3 ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio San Antonio in the NE ¼ SW ¼ of Section 25, T33N, R9E, N.M.P.M., in Conejos County, Colorado, and has decreed priorities totaling 245.0 c.f.s.

D. The Subdistricts are each responsible for implementing either a Plan of Water Management or Groundwater Management Plan ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

E. The quantity of water available for diversion from the Conejos River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, each Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

F. The Company, acting through its members and/or governing body, 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 Company's water right is remedied by means other than providing water to replace injurious stream depletions.

G. The Subdistricts desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistricts and the Company agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

__X__ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, each Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested and prior to its effective date in the following ARP year. If a new rate is accepted by the Subdistricts, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistricts.

For a five-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other parties notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the five-year Agreement to end.

For a ten-year Agreement, either the Ditch or one or more of the Subdistricts may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the ten-year Agreement to end.

2. Forbearance by the Company.

2.1. During the term of this Agreement, the Company will forebear from requiring the Subdistricts to collectively replace all injurious stream depletions to the water rights of the Company diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed under Colorado law.

2.2. This Agreement applies on each day during the term of the Agreement that one of the water rights decreed to the Ditch and listed in paragraph 2.4 below 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 Conejos Daily Report ("Daily Report") prepared and issued by the Colorado Division of Water Resources. On days when no Daily Report is issued, each Subdistrict 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 decreed to the Ditch will be calculated each day that water right is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Company and the Subdistricts will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert pursuant to the calling water right, but for the depletions caused by wells operating under each 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 each Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the water rights decreed to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by the Subdistricts with actual water:

Priority No.	Amount (c.f.s.)
141	245.0

On such days the amount of water that must be provided by the Subdistricts to replace the injurious stream depletions to the calling water right decreed to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by each Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. Each Subdistrict will pay the Company $ 50 per acre-foot of remedy of injurious stream depletions caused by that Subdistrict's wells that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in each Subdistrict's ARP, and not later than July 1st, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the water rights decreed to the Ditch would have been able to divert if all unreplaced injurious depletions to those water rights had been replaced during the term of this Agreement, and provide the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Company with an accounting of the unreplaced injurious depletions to the water rights of the Company decreed to the Ditch and the amount of the payment due, but not later than August 4th.

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 decreed to the Ditch. Under this Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights decreed to the Ditch. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Company will not require the Subdistrict to make actual water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their individual ARPs.

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:

San Luis Valley Irrigation Well Owners, Inc.
P.O. Box 631
Monte Vista, CO 81144

To the Trinchera Subdistrict:

Monty Smith, President
Trinchera Water Conservancy District

610 Main Street
Blanca, CO 81123
trincherawaterconservancy@gmail.com
(719) 588-3440

To Subdistrict No. 3 and Subdistrict No. 6:
Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Company's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to require the Subdistricts 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 the Subdistricts 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 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. 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 the Company and the Subdistricts. 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 the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Company and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00. If the Agreement includes all Subdistricts, the total bonus will be $600.00 over the term of the Agreement

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 for each year of the term of the Agreement. The total annual bonus payment will be $900.00 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $900.00 for a total of $2,700.00 paid over the term of the Agreement

8.01.03 If this agreement is for a term of five years, the bonus payment will be $500 for each year of the term of the agreement. The total annual bonus payment will be $2,500 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $1,500.00 for a total of $7,500.00 paid over the term of the Agreement.

8.01.04 If this agreement is for a term of 10 years, the bonus payment will be $1,000 for each year of the term of the agreement. The total annual bonus payment will be $10,000 paid over the term of the Agreement. If the Agreement includes all Subdistricts, the total annual bonus payment will be $3,000.00 for a total of $30,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistricts regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Company on or before December 31st of each year for the term of the Agreement.

San Luis Valley Irrigation Well Owners, Inc.

By: _____ 3/19/26
Date

Print Name: Monty Smith

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/26
Angelo Bellah, Program Manager Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____ 3/30/26
Angelo Bellah, Program Manager Date

APPROVED:

The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: _____ 3/19/26
Monty Smith, President Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between Teodoro No. 1 ("Ditch") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

RR D.S. Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"

RR D.S. Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"

RECITALS

A. The Owner owns and operates the Teodoro No. 1 Ditch and the water rights decreed thereto. The Teodoro No. 1 Ditch diverts water from the Rio San Antonio in the NE1/4SW1/4 of Section 25, Township 33 North, Range 9 East, N.M.P.M. in Conejos County, Colorado, and has decreed priorities totaling 4.0 c.f.s.

B. The Subdistricts are responsible for implementing their respective Plans of Water Management ("Plan") through their respective Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio San Antonio by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARPs. Without this Agreement, the Subdistricts would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Ditch, acting through its members and/or governing body 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 Ditch's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistricts desire to enter into this Forbearance Agreement as part of the ARP for all ARP Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and the Owner agree as follows:

1. **Term of Agreement**. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

_____ Three Years (May 1, 2023 through April 30, 2026)

_____ Five Years (May 1, 2023 through April 30, 2028)

__X__ Ten Years (May 1, 2023 through April 30, 2033)

If a ten-year term is selected, the Ditch may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. **Forbearance by the Ditch.**

2.1. During the term of this Agreement, the Ditch will forebear from requiring the Subdistricts to replace any of the injurious stream depletions to the water rights of the Owner diverted from the Rio San Antonio at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts 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 the Ditch 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 Conejos 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 Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistricts providing replacement water to the top of the affected Stream Reach, and both the Ditch and the Subdistricts will keep a running

total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistricts' respective 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 Subdistricts' 2020, 2021 and 2022 ARPs as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch 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 Ditch are the last priority served and the injurious depletions are not remedied by actual water:

Teodoro Ditch No. 1

Priority No.	Amount (c.f.s.)	% of Priority Being Forbeared
148	4.0	100%

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistricts calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

2.5 This Agreement will only apply to that portion of the priority listed in paragraph 2.4 above which is owned by the Owners. The Owners agree they will not divert any water released by the Subdistrict as a remedy of the injury to the remaining owners of the priorities listed in paragraph 2.4 above at any time this Agreement is in effect. The Owners acknowledge that neither the Division Engineer nor the Subdistricts have any responsibility for distribution of water within the Ditch. If ownership of the amount of water forbeared cannot be established, or is challenged by another owner of the ditch, the Division Engineer may require that the Subdistrict not operate under this Agreement until the ownership issue is resolved. If operation of this Agreement results in injury to the remaining owners of the Ditch, the Division Engineer may require that the Subdistrict not operate this Agreement and remedy all injurious depletions by providing water at the top of the affected Stream Reach.

3. Payment. The Subdistricts will pay the Owner $ 30 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARPs, and not later than March 15, the Subdistricts will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistricts will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this

Agreement, and provide the Ditch with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Ditch will have fourteen days after the receipt of the calculations to notify the Subdistricts of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistricts provide the Ditch with an accounting of the unreplaced injurious depletions to the water rights of the Ditch and the amount of the payment due, but not later than April 15th.

4. No Subordination or Waiver of Right to Call. The forbearance by the Ditch 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 Ditch. Under this Agreement the Ditch 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 the Ditch will not require the Subdistricts to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistricts under their respective 2020, 2021 and 2022 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 Ditch: Teodoro Ditch No. 1
Donald Sandoval –
Ronald Reel –

Address for each

To the Subdistricts:

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 Ditch's default in the performance of this Agreement, the Subdistricts' remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistricts' default hereunder, Ditch's remedies will be to retain all payments made by the Subdistricts 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 Subdistricts, and to

require the Subdistricts to pay the Ditch 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 Ditch or the Subdistricts 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 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. 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 the Owner and the Subdistricts. 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 Ditch may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistricts, which consent shall not be unreasonably withheld. The Subdistricts may not assign its rights hereunder to any other person or entity without the prior written consent of the Owner, 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.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistricts, in recognition of the cooperation of the Ditch and its individual members in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment to the Ditch in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be $200.00 from each Subdistrict selected above. If the Agreement includes both Subdistricts, the total bonus will be $400.00 over the term of the Agreement.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be $300.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $600.00 for a total of $1,800.00 paid over the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be $500.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $1,000.00 for a total of $5,000.00 paid over the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be $1,000.00 from each Subdistrict selected above for each year of the term of the Agreement. If the Agreement includes both Subdistricts, the total annual bonus payment will be $2,000.00 for a total of $20,000.00 paid over the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to the Ditch on or before December 31, of each ARP year for the term of the Agreement.

Teodoro Ditch No.1 Ditch

By: Donald Sandoval
~~Elliott Salazar~~ Donald Sandoval

April, 28 - 2023
Date

By: _____
Ronald Rael

4/28/23
Date

APPROVED:

Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/28/2023
Date

APPROVED:

Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: _____
Angelo Bellah, Program Manager

4/28/2023
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

_____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. Donald Barboval ~~Elliott Salazar~~ 50% [redacted]
2. Ronald Rael 50% [redacted]
3. _____
4. _____
5. _____

APPENDIX H

Closed Basin Project Allocation Letters

Conejos Water Conservancy District
P. O. Box 550
Manassa, CO 81141
Cwcd1971@hotmail.com
Conejoswcd.org
Phone 719-843-5261

April 7, 2026

Amber Pacheco, Acting General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, Colorado 81101

Re: 2026-2027 Allocation of Conejos Share of Closed Basin Project Production

Dear Cleave:

I am writing on behalf of the Conejos Water Conservancy District to advise you how the District intends to allocate its share of Closed Basin Project Production for the period of January 1, 2026, through April 30, 2027. As you know, under the Resolution Regarding Allocation of the Yield of the Closed Basin Project the Conejos is entitled to an average of 40% of the annual usable yield of the Closed Basin Project.

The Water Users intend to use 40% of the Project's usable yield in 2026 and will likely use 40% in 2027.

The Board of Directors of the CWCD has reviewed the needs of the Special Improvement Districts numbers 3 and 6 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 CWCD Board voted to specifically allocate the Conejos's share of the usable yield of the Closed Basin Project to replace the stream depletions under the respective Subdistricts 2026 Annual Replacement Plans.

The CWCD anticipates 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 CWCD understands 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 CWCD believes Closed Basin Project Water is an appropriate replacement source, but intend that the use of the allocation described herein be minimized during the irrigation season.

This allocation to the Subdistricts covers parts of two calendar years. The CWCD wishes to make clear to the Subdistricts that this allocation is made on a one-time basis and is not a precedent that binds the CWCD, and that the CWCD has 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 CWCD will make a similar allocation in the future.

If you have any questions about this matter, please give me a call.

Sincerely,

Nathan Coombs, Manager CWCD

The Rio Grande Water Users Association

147 Washington St.
Monte Vista, CO. 81144
Telephone: (719) 852-3556 * FAX: (719) 852-5958

April 10, 2026

Amber Pacheco, Acting General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, Colorado 81101

Re: 2026-2027 Allocation of Rio Grande's Share of Closed Basin Project Production

Dear Amber:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users have agreed to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2026 through April 30, 2027. 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 2026.

The Board of Directors of the Water Users has discussed the needs of the Special Improvement Districts of the Rio Grande Water Conservation District ("Subdistricts") for water to replace stream depletions from groundwater pumping 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 3,900 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 2026 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. If Subdistrict No. 5 has an approved ARP, part of the water will be used to replace year-round depletions to the Rio Grande from Subdistrict No. 5. The Water Users understand that there may be circumstances during the irrigation season when the 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.

This allocation to the Subdistricts covers parts of two calendar years. The amount of about 1,700 acre-feet is allocated for replacement by December 31, 2026, and will come from the Rio Grande's 2026 share of the Project's usable yield. The remainder of about 2,200 acre-feet is allocated for replacements from January 1 through April 30, 2027, the end of the Subdistricts 2026-2027 Annual Replacement Plan Year. The amount of the allocation used during January 1 through April 30, 2027, will come from the Rio Grande's share of Project production in 2027. Although these annual allocations are estimates, in no way should the allocation in the calendar year exceed the Rio Grande's total share of the Project's useable yield for that year.

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

623 Fourth Street
Alamosa, CO 81101
(719) 589-2230
Heather@slvwcd.org

April 7, 2026

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Dear Ms. Pacheco,

The Board of the San Luis Valley Water Conservancy District (SLVWCD) approves the request by the Rio Grande Water Conservation District (RGWCD) to allocate a portion of the Rio Grande's share of 2026 and 2027 Closed Basin Project (CBP) production to Subdistricts' stream depletions for inclusion in Annual Replacement Plans (ARPs). The allocation of water to ARPs cannot in any way affect the allocation of CBP flows to the Rio Grande and Conejos River's Compact Obligations, which in 2026 is 60%/40%, respectively.

In accordance with the 60/40 Agreement, the Rio Grande Water Users Association (RGWUA) approves any allocation of the Rio Grande's share of CBP production, with consultation from the SLVWCD. Given the SLVWCD's role in this matter, the Board held an extensive discussion of the CBP at its March 2026 meeting; Nate Reynolds from the Bureau of Reclamation updated the SLVWCD Board on the history of the CBP, the status of well pumping, and groundwater levels within the CBP footprint and the larger unconfined aquifer. Following this presentation, the SLVWCD Board discussed the matter at length and noted that the CBP has always been and continues to be a debated project within complicated hydrologic and socio-political forces.

The SLVWCD Board wishes to share the following points of discussion on the matter:

- The CBP has merits in reducing Compact curtailment and assisting Subdistricts in replacing stream depletions, but that those two values sometimes conflict.
- If the CBP wasn't in operation, water would come from other sources to satisfy the above referenced needs and acquiring additional water from currently unknown sources would include tradeoffs that can't fully be understood.
- Significant changes in hydrology, water management directives, and community relationships have occurred since the creation of the 60/40 agreement. These changes should be considered with regard to the continued operations of the CBP and the applicability of the 60/40 agreement to present day.

President: Tyler Neely, Del Norte, CO
Vice-President: Darius Allen, Alamosa, CO; Secretary/Treasurer Marcie Schulz, Alamosa, CO;
Directors: Richard Davie, Del Norte, CO; M. Dee Greeman, Alamosa, CO; Charles Griego, Alamosa, CO;
Will Hathaway, Monte Vista, CO; Steve Keller, Monte Vista, CO; Randall Palmgren, Center, CO; Tuck Slane, Hooper, CO.

- The CBP pumping interacts with the unconfined aquifer in the Closed Basin. As such, the effects of the CBP pumping are most closely tied to Subdistrict 1's aquifer sustainability, while a portion of CBP water is allocated to all Subdistricts.
- The CBP is a source of contention in the San Luis Valley and the SLVWCD believes it is important to listen to and consider concerns raised by all our neighbors about the CBP.

Due to these complexities, the SLVWCD encourages all parties to engage in detailed and regular discussions about the CBP to ensure its operation remains relevant. Thank you for your consideration of the SLVWCD's feedback.

Sincerely,

Heather R. Dutton

Heather Dutton
Manager, San Luis Valley Water Conservancy District

President: Tyler Neely, Del Norte, CO
Vice-President: Darius Allen, Alamosa, CO; Secretary/Treasurer Marcie Schulz, Alamosa, CO;
Directors: Richard Davie, Del Norte, CO; M. Dee Greeman, Alamosa, CO; Charles Griego, Alamosa, CO;
Will Hathaway, Monte Vista, CO; Steve Keller, Monte Vista, CO; Randall Palmgren, Center, CO; Tuck Slane, Hooper, CO.

APPENDIX I

Centennial Ditch Company Resolution

March 16, 2026

RGWCD SPECIAL IMPROVEMENT DISTRICT NO. 2, 3 AND 6 AND CENTENNIAL DITCH COMPANY RESOLUTION

Whereas: 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 Nos. 2, 3 and 6's Annual Replacement Plan.

Whereas: 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 to meet its replacement obligations under the Annual Replacement Plans 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 Nos. 2, 3 and 6 to convey water through the ditch, around the dry reach below the Excelsior and back into the Rio Grande, they 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: The District, through Subdistrict Nos. 2, 3 and 6, 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 Nos. 2, 3 and 6 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 Nos. 2, 3 and 6 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 Nos. 2, 3 and 6 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 Nos. 2, 3 and 6 and by accepting this proposal does not commit or guarantee any future agreements with these subdistricts. Unless extended by mutual agreement of Subdistrict Nos. 2, 3 and 6 and the Centennial Ditch Company, this agreement will end April 30, 2027.

Whereas: The Centennial Ditch Company will make all reasonable efforts to deliver/transfer replacement water for well depletions from Subdistrict Nos. 2, 3 and 6 well pumping through the Centennial Ditch system as efficiently as possible and on a timely basis as required by Subdistrict Nos. 2, 3 and 6 to comply with the Annual Replacement Plans.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Centennial Ditch Company authorizes to allow Subdistrict Nos. 2, 3 and 6 of the Rio Grande Water Conservation District to convey water through the Centennial Ditch to replace injurious depletions under the Annual Replacement Plan and subject to the terms set forth above. The Centennial Ditch Company and Subdistrict Nos. 2, 3 and 6 will work together to accomplish the terms of this agreement.

BE IT FURTHER RESOLVED that President of the Board Gerald Ziegler 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 25 day of Nov, ~~2026.~~ 2025

ATTEST:

Signed: _____ Date: 3/23/2026

APPENDIX J

Five Year Average Groundwater Withdrawals in Confined Aquifer Response Areas in Division No. 3; July Requirement of Division Groundwater Rules Section 8.1.5, Dated July 1, 2025

COLORADO
Division of Water Resources
Department of Natural Resources

MEMORANDUM

TO: San Luis Valley Notification List

FROM: CDWR Modeling and Decision Support System Team
Office of the Colorado State Engineer

DATE: July 1, 2025

SUBJECT: Five Year Average Groundwater Withdrawals in Confined Aquifer Response Areas in Division 3:
July 2025 Requirement of Division 3 Groundwater Rules Section 8.1.5

Below is the table listing the metered total annual withdrawals beginning in 2014 and the 5-year (2020 – 2024) average of the metered total annual withdrawals for the previous five Water Administration Years for the Response Areas subject to Rule 8.1.5. The last column is the estimated average groundwater withdrawal for the period 1978 – 2000 period.

Response Area	Metered Groundwater Withdrawals (AF)											5-Years Average GW Withdrawal (2020 – 2024)	Average GW Withdrawal (1978 – 2000)
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
Alamosa / La Jara	93,677	86,657	83,310	75,589	116,065	70,647	105,959	101,742	97,171	90,766	83,119	95,751	103,406
Conejos	33,324	25,845	25,308	21,353	35,842	16,323	34,745	26,033	25,253	27,176	23,961	27,434	23,018
Saguache	41,140	37,097	39,585	39,165	45,235	33,338	43,384	25,582	25,099	30,698	29,231	30,799	45,592
San Luis	13,521	9,576	11,654	12,473	12,707	10,203	10,598	11,024	8,298	11,754	9,231	10,181	9,869

Note: Total Response Area withdrawals data through 2023 are adjusted/updated due to HBDMC data updates

APPENDIX K

Water Levels of Wells Used to Generate Conejos Response Area Composite Water Head

MEMORANDUM

TO: San Luis Valley Notification List

FROM: DWR Modeling and Decision Support System Team
Office of the Colorado State Engineer

DATE: July 1, 2025

SUBJECT: Composite Water Head for Confined Aquifer Response Areas in Division 3: July 2025 Requirement of Division 3 Groundwater Rules Section 8.1.4

This memorandum is submitted to comply with Section 8.1.4 of the Division 3 Groundwater Rules which states that:

> *No later than July 1 of each year after 2015, the State Engineer must update the Composite Water Head for each of the Response Areas subject to this Rule 8.1 for the areas depicted in Exhibit C to reflect the most recent annual water level measurements collected during February and March (outside of the Irrigation Season) and display the update in graph form.*

Water levels were collected by the Rio Grande Water Conservation District (RGWCD), the US Geological Survey (USGS), and the Colorado Division of Water Resources (DWR) during the non-irrigation season from monitoring network wells identified by DWR[1]. Monitoring network wells are listed in Table 1.

The water level data from the monitoring wells are briefly discussed in the following section. Monitoring well data and composite water head calculations are summarized by individual year in Table 2. As detailed in a memo describing the monitoring plan[2], the composite water head is calculated as a change in water level from the 2015-year baseline. The annual composite water head for each of the confined aquifer response areas through the current year 2025 is shown in Table 3 and Figure 1.

[1] Kelley Thompson (DWR Modeling/DSS), May 6, 2015, "Ground Water Sustainability Rules for Water Division 3: Identification of Proposed Monitoring Network Wells", Memorandum to Dick Wolfe (Colorado State Engineer/DWR Director) and Mike Sullivan (DWR Deputy State Engineer)

[2] Kelley Thompson and Mary Halstead (DWR Modeling/DSS), May 6, 2015, "Ground Water Sustainability Rules for Water Division 3: Confined Aquifer Monitoring Plan", Memorandum to Dick Wolfe (Colorado State Engineer/DWR Director) and Mike Sullivan (DWR Deputy State Engineer)

Discussion of Monitoring Well Data

Per the Division 3 Groundwater Rules, the minimum depth to water (maximum water level) in the months of February and March is used to establish the annual water level measurement for each well. However, if reliable data are not available for the well in February or March, the minimum depth to water from November of the prior year through May is used (if available). In some cases, the RGWCD well database includes different estimates on the same day from the USGS and the RGWCD and in this case the RGWCD data are used. Some historical data have been revised and the composite head for past years was revised accordingly. Particularly, data for the BACA wells DW-1, DW-3, DW-4, and DW-5 were recently revised by the USGS which stabilized water level patterns in those wells. Several data have not been used due to specific recommendations or identification of bad measurements. For example, for well ALA4 on the Alamosa Wildlife Refuge, the December 2023 measurement was used for the composite head estimate as the RGWCD advised that pumping initiated before the March 2024 measurement.

Good water level measurements in November through May have not been available for several years for several wells that are considered in the composite water head estimate. In years with missing well data, the composite water head is recalculated such that the change in head from baseline for the missing wells is assumed to be the same as the composite water head for the remaining wells. Wells that have had missing data are shown in Table 4.

2015 Baseline Water Levels

Most 2015 measurements were taken in February and March. Water levels from BACA wells DW-4 and DW-5 were measured by the USGS in May (the unrevised 2014 data remain bad), and two other wells were measured by the USGS in January. Transducer issues limited measurement from Well RGDSS P03 until April, and a graph of the well data suggests the April data is not representative of maximum water levels in the non-irrigation season. The well is located very close to well CON2, and the minimum depth to water in CON2 was nearly identical between 2014 and 2015. Therefore, the baseline water level in RGDSS P03 for use in the composite water head was assumed equal to the maximum non-irrigation season water level in 2014.

2025 Water Levels

Water level measurements for several wells were not available from the 2025 non-irrigation season as of July 1. Three wells (6192R, 11010F, and 1725R) were not measured by the USGS due to funding issues. Well ALA 12 was under water and could not be measured, wells SAG13 and SAG18 have property access issues that have prevented measurement, and a measurement for SAG3 during the non-irrigation season was not available. As of July 1, data from the non-irrigation season were not available for RGDSS wells P1, P3, P7, P8, and P14 which are pressurized and are measured by transducers with dataloggers. It is anticipated that these data will become available later and that the 2025 composite water head will be revised with any additional or revised data.

Table 1. Monitoring Network Wells

RA	Name	Model UID	USGS Alias	WDID	Permit	Measured	UTMX	UTMY
Alamosa La Jara	ALA 4	372550105455001	NA03701122CCC1 ALA 4	2006000	6420R	RGWCD	432310	4142957
	ALA 6	372403106000901	NA03700933CCC1 ALA 6	2011058	809R	RGWCD	411281	4139810
	ALA 7	372403106000902	NA03700933CCC2 ALA 7	2011057	810R	RGWCD	411280	4139804
	ALA 8	372506106004201	NA03700929DCB ALA 8			RGWCD	410473	4141775
	ALA 10	373457106003801	NA03900932BCC ALA 10	2010420	6265F	RGWCD	409873	4159849
	ALA 12	372950105580801	NA03800934ADB ALA 12			RGWCD	414304	4150475
	CON 1	371705106021501	NA03500907CCC CON 1	2105055	10543R	RGWCD	407980	4126964
	CON 2	371745105501001	NA03501012BBC CON 2	2205111	20111R	RGWCD	425788	4127870
	RIO 2	373227106030301	NA03800813BDB RIO 2	2014378	15095F	RGWCD	407166	4155390
	6192R	373405106112501	NA03800703ABB	2008878	6192R	USGS	394594	4159277
	P03	RGDSSP03	RGDSSP03		223816	RGWCD	424125	4126845
	P08	RGDSSP08	RGDSSP08		228923	RGWCD	411365	4139762
	P09	RGDSSP09	RGDSSP09		231269	RGWCD	398634	4147181
	P10	RGDSSP10	RGDSSP10		229397	RGWCD	398416	4159268
	4865F	*372046106021901*		2010441	4865F	DWR	408015	4133773
Conejos	CON 2	371745105501001	NA03501012BBC CON 2	2205111	20111R	RGWCD	425788	4127870
	P03	RGDSSP03	RGDSSP03		223816	RGWCD	424125	4126845
	P07	RGDSSP07	RGDSSP07		228924	RGWCD	415943	4118608
	P12	RGDSSP12	RGDSSP12		229399	RGWCD	412608	4101681
	20WCB	*371118105543501*		2205126	20WCB	DWR	419255	4116148
	6747F	370324105561201	NA03300936DBB	2205062	6747F	DWR	416666	4101583
	24316F	*370446105582701*		2205978	24316F	DWR	413400	4104118
	22258F	*371108106005101*		2205018	22258F	DWR	409973	4115953
	3416F	371030105585001	NA03400922BCC	2205074	3416F	DWR	412817	4114667
	296046	*370843106021001*			296046	DWR	408005	4111476
Saguache	SAG 2	375310106021501	NA04200907CCC SAG 2	2706027	11218F	RGWCD	408831	4193716
	SAG 3	380045106044501	NA04300803ABB SAG 3	2605001	12859R	RGWCD	405341	4207897
	SAG 9	375255106084401	NA04200818CCB SAG 9			RGWCD	399209	4193336
	SAG 10	375310106050001	NA04200815ACC SAG 10	2705295	4589F	RGWCD	404915	4193766
	SAG 12	380047106024801	NA04300801BBA SAG 12			RGWCD	408070	4207781
	SAG 13	375820106052001	NA04300815CBB SAG 13	2605614	9541F	RGWCD	404390	4203427
	SAG 18	375918106063601	NA04300808ADC SAG 18			RGWCD	402528	4205102
	P01	RGDSSP01	RGDSSP01		223817	RGWCD	407731	4207973
	RG05	380537106004801	NA04400906DAA RG05	2605422	11030F	DWR	411096	4216705
	19513Z	SAG18		2605042	19513Z	DWR	400613	4211376
San Luis Creek	RG02	380941105545501	RG02			RGWCD	419670	4223904
	RG03	380601105505201	RG03			RGWCD	425620	4217242
	11010F	380855105553501	NA04500913DCA	2505083	11010F	USGS	419056	4222618
	1725R	380640105510001	NA04501034DAA	2505400	1725R	USGS	425706	4218035
	P14	RGDSSP14	RGDSSP14		231876	RGWCD	421705	4206978
	DW-1	375842105473701	BACA DW-1			USGS/RGWCD	430319	4203720
	DW-3	375828105432501	BACA DW-3		195248	USGS/RGWCD	436459	4203233
	DW-4	375428105472501	BACA DW-4			USGS/RGWCD	430536	4195889
	DW-5	375507105505901	BACA DW-5			USGS/RGWCD	425306	4197138
	2760FR	*380652105552101*		2505260	2760FR	DWR	419163	4218954

Table 2a. 2015 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2015 DTW (ft) (c)	2015 DTW Date (d)	2015 ΔDTW (ft) (e)	2015 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-35.39	3/9/2015	0.00	0.00
	ALA 6	372403106000901	2.410%	-10.75	-10.75	3/19/2015	0.00	0.00
	ALA 7	372403106000902	2.410%	-10.13	-10.13	3/18/2015	0.00	0.00
	ALA 8	372506106004201	5.461%	-15.02	-15.02	3/19/2015	0.00	0.00
	ALA 10	373457106003801	2.817%	-17.81	-17.81	3/17/2015	0.00	0.00
	ALA 12	372950105580801	14.208%	-4.18	-4.18	3/26/2015	0.00	0.00
	CON 1	371705106021501	9.582%	53.73	53.73	3/18/2015	0.00	0.00
	CON 2	371745105501001	5.730%	-15.64	-15.64	3/24/2015	0.00	0.00
	RIO 2	373227106030301	5.567%	-0.97	-0.97	3/24/2015	0.00	0.00
	6192R	373405106112501	3.516%	52.48	52.48	1/22/2015	0.00	0.00
	P03	RGDSSP03	2.909%	-7.77	-7.77	3/31/2015	0.00	0.00
	P08	RGDSSP08	2.410%	-13.37	-13.37	3/31/2015	0.00	0.00
	P09	RGDSSP09	10.619%	37.54	37.54	2/10/2015	0.00	0.00
	P10	RGDSSP10	4.690%	19.39	19.39	2/10/2015	0.00	0.00
	4865F	*372046106021901*	10.783%	32.47	32.47	2/27/2015	0.00	0.00
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.64	3/24/2015	0.00	0.00
	P03	RGDSSP03	8.233%	-7.77	-7.77	2/13/2014	0.00	0.00
	P07	RGDSSP07	10.749%	0.53	0.53	3/3/2015	0.00	0.00
	P12	RGDSSP12	16.939%	166.04	166.04	3/3/2015	0.00	0.00
	20WCB	*371118105543501*	10.968%	4.00	4.00	2/27/2015	0.00	0.00
	6747F	370324105561201	10.371%	100.42	100.42	2/27/2015	0.00	0.00
	24316F	*370446105582701*	9.104%	144.61	144.61	2/27/2015	0.00	0.00
	22258F	*371108106005101*	6.886%	61.37	61.37	2/27/2015	0.00	0.00
	3416F	371030105585001	6.804%	63.26	63.26	2/27/2015	0.00	0.00
	296046	*370843106021001*	11.246%	160.91	160.91	3/29/2015	0.00	0.00
Saguache	SAG 2	375310106021501	17.494%	-39.14	-39.14	3/26/2015	0.00	0.00
	SAG 3	380045106044501	3.607%	5.95	5.95	3/30/2015	0.00	0.00
	SAG 9	375255106084401	11.398%	-4.25	-4.25	3/30/2015	0.00	0.00
	SAG 10	375310106050001	8.230%	-28.93	-28.93	3/25/2015	0.00	0.00
	SAG 12	380047106024801	14.626%	-7.04	-7.04	3/30/2015	0.00	0.00
	SAG 13	375820106052001	8.507%	-11.98	-11.98	3/25/2015	0.00	0.00
	SAG 18	375918106063601	9.324%	3.34	3.34	3/30/2015	0.00	0.00
	P01	RGDSSP01	2.518%	-1.31	-1.31	3/28/2015	0.00	0.00
	RG05	380537106004801	14.135%	46.37	46.37	3/3/2015	0.00	0.00
	19513Z	SAG18	10.160%	58.08	58.08	3/3/2015	0.00	0.00
San Luis Creek	RG02	380941105545501	13.117%	65.28	65.28	3/4/2015	0.00	0.00
	RG03	380601105505201	9.758%	29.10	29.10	3/4/2015	0.00	0.00
	11010F	380855105553501	3.261%	65.20	65.20	1/20/2015	0.00	0.00
	1725R	380640105510001	7.611%	55.59	55.59	2/17/2015	0.00	0.00
	P14	RGDSSP14	14.205%	-32.87	-32.87	3/31/2015	0.00	0.00
	DW-1	375842105473701	11.410%	-37.46	-37.46	2/10/2015	0.00	0.00
	DW-3	375828105432501	17.029%	24.41	24.41	2/10/2015	0.00	0.00
	DW-4	375428105472501	9.348%	-37.88	-37.88	5/27/2015	0.00	0.00
	DW-5	375507105505901	5.497%	-72.43	-72.43	5/27/2015	0.00	0.00
	2760FR	*380652105552101*	8.765%	28.21	28.21	3/3/2015	0.00	0.00

Table 2b. 2016 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2016 DTW (ft) (c)	2016 Date (d)	2016 ΔDTW (ft) (e)	2016 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-39.09	3/14/2016	3.70	0.62
	ALA 6	372403106000901	2.410%	-10.75	-11.64	3/16/2016	0.89	0.02
	ALA 7	372403106000902	2.410%	-10.13	-11.35	3/16/2016	1.22	0.03
	ALA 8	372506106004201	5.461%	-15.02	-15.97	3/16/2016	0.95	0.05
	ALA 10	373457106003801	2.817%	-17.81	-19.38	2/18/2016	1.57	0.04
	ALA 12	372950105580801	14.208%	-4.18	-4.61	3/24/2016	0.43	0.06
	CON 1	371705106021501	9.582%	53.73	53.05	3/31/2016	0.68	0.07
	CON 2	371745105501001	5.730%	-15.64	-16.13	3/23/2016	0.49	0.03
	RIO 2	373227106030301	5.567%	-0.97	-3.21	3/24/2016	2.24	0.12
	6192R	373405106112501	3.516%	52.48	53.90	1/27/2016	-1.42	-0.05
	P03	RGDSSP03	2.909%	-7.77	-8.39	3/30/2016	0.62	0.02
	P08	RGDSSP08	2.410%	-13.37	-14.33	3/29/2016	0.96	0.02
	P09	RGDSSP09	10.619%	37.54	35.72	2/24/2016	1.82	0.19
	P10	RGDSSP10	4.690%	19.39	17.86	2/24/2016	1.53	0.07
	4865F	*372046106021901*	10.783%	32.47	30.83	3/8/2016	1.64	0.18
Conejos	CON 2	371745105501001	8.700%	-15.64	-16.13	3/23/2016	0.49	0.04
	P03	RGDSSP03	8.233%	-7.77	-8.39	3/30/2016	0.62	0.05
	P07	RGDSSP07	10.749%	0.53	0.39	2/22/2016	0.14	0.02
	P12	RGDSSP12	16.939%	166.04	166.48	3/8/2016	-0.44	-0.07
	20WCB	*371118105543501*	10.968%	4.00	3.48	3/7/2016	0.52	0.06
	6747F	370324105561201	10.371%	100.42	101.14	3/10/2016	-0.72	-0.07
	24316F	*370446105582701*	9.104%	144.61	145.34	3/10/2016	-0.73	-0.07
	22258F	*371108106005101*	6.886%	61.37	63.44	3/7/2016	-2.07	-0.14
	3416F	371030105585001	6.804%	63.26	62.23	3/7/2016	1.04	0.07
	296046	*370843106021001*	11.246%	160.91	160.81	3/8/2016	0.10	0.01
Saguache	SAG 2	375310106021501	17.494%	-39.14	-41.52	3/29/2016	2.38	0.42
	SAG 3	380045106044501	3.607%	5.95	4.23	3/31/2016	1.72	0.06
	SAG 9	375255106084401	11.398%	-4.25	-8.71	3/30/2016	4.46	0.51
	SAG 10	375310106050001	8.230%	-28.93	-31.62	3/30/2016	2.69	0.22
	SAG 12	380047106024801	14.626%	-7.04	-8.27	3/29/2016	1.23	0.18
	SAG 13	375820106052001	8.507%	-11.98	-13.43	3/29/2016	1.45	0.12
	SAG 18	375918106063601	9.324%	3.34	1.55	3/31/2016	1.79	0.17
	P01	RGDSSP01	2.518%	-1.31	-2.38	3/29/2016	1.07	0.03
	RG05	380537106004801	14.135%	46.37	44.07	3/8/2016	2.30	0.33
	19513Z	SAG18	10.160%	58.08	54.17	3/8/2016	3.91	0.40
San Luis Creek	RG02	380941105545501	13.117%	65.28	62.18	3/8/2016	3.10	0.41
	RG03	380601105505201	9.758%	29.10	26.74	3/8/2016	2.36	0.23
	11010F	380855105553501	3.261%	65.20	53.22	1/26/2016	11.98	0.39
	1725R	380640105510001	7.611%	55.59	51.64	1/26/2016	3.95	0.30
	P14	RGDSSP14	14.205%	-32.87	-35.43	3/29/2016	2.56	0.36
	DW-1	375842105473701	11.410%	-37.46	-40.80	2/10/2016	3.34	0.38
	DW-3	375828105432501	17.029%	24.41	23.86	2/10/2016	0.55	0.09
	DW-4	375428105472501	9.348%	-37.88	-34.80	12/8/2015	-3.08	-0.29
	DW-5	375507105505901	5.497%	-72.43	-71.27	2/10/2016	-1.16	-0.06
	2760FR	*380652105552101*	8.765%	28.21	26.19	3/8/2016	2.02	0.18

Table 2c. 2017 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2017 DTW (ft) (c)	2017 Date (d)	2017 ΔDTW (ft) (e)	2017 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-38.29	3/5/2017	2.90	0.49
	ALA 6	372403106000901	2.410%	-10.75	-11.33	3/9/2017	0.58	0.01
	ALA 7	372403106000902	2.410%	-10.13	-10.80	3/9/2017	0.67	0.02
	ALA 8	372506106004201	5.461%	-15.02	-15.72	3/10/2017	0.70	0.04
	ALA 10	373457106003801	2.817%	-17.81	-18.52	3/13/2017	0.71	0.02
	ALA 12	372950105580801	14.208%	-4.18	-9.98	2/22/2017	5.80	0.82
	CON 1	371705106021501	9.582%	53.73	52.21	3/9/2017	1.52	0.15
	CON 2	371745105501001	5.730%	-15.64	-16.03	3/9/2017	0.39	0.02
	RIO 2	373227106030301	5.567%	-0.97	-3.52	2/14/2017	2.55	0.14
	6192R	373405106112501	3.516%	52.48	51.87	2/1/2017	0.61	0.02
	P03	RGDSSP03	2.909%	-7.77	-10.07	3/31/2017	2.30	0.07
	P08	RGDSSP08	2.410%	-13.37	-14.83	3/31/2017	1.46	0.04
	P09	RGDSSP09	10.619%	37.54	36.41	2/13/2017	1.13	0.12
	P10	RGDSSP10	4.690%	19.39	16.76	2/1/2017	2.63	0.12
	4865F	*372046106021901*	10.783%	32.47	30.35	3/20/2017	2.12	0.23
Conejos	CON 2	371745105501001	8.700%	-15.64	-16.03	3/9/2017	0.39	0.03
	P03	RGDSSP03	8.233%	-7.77	-10.07	3/31/2017	2.30	0.19
	P07	RGDSSP07	10.749%	0.53	-0.08	3/31/2017	0.61	0.07
	P12	RGDSSP12	16.939%	166.04	166.53	2/27/2017	-0.49	-0.08
	20WCB	*371118105543501*	10.968%	4.00	3.41	3/20/2017	0.59	0.06
	6747F	370324105561201	10.371%	100.42	101.23	3/13/2017	-0.81	-0.08
	24316F	*370446105582701*	9.104%	144.61	145.38	3/13/2017	-0.77	-0.07
	22258F	*371108106005101*	6.886%	61.37	60.35	3/20/2017	1.02	0.07
	3416F	371030105585001	6.804%	63.26	62.34	3/13/2017	0.93	0.06
	296046	*370843106021001*	11.246%	160.91	160.90	3/20/2017	0.01	0.00
Saguache	SAG 2	375310106021501	17.494%	-39.14	-42.44	3/14/2017	3.30	0.58
	SAG 3	380045106044501	3.607%	5.95	3.21	3/15/2017	2.74	0.10
	SAG 9	375255106084401	11.398%	-4.25	-7.28	3/15/2017	3.03	0.35
	SAG 10	375310106050001	8.230%	-28.93	-32.79	3/14/2017	3.86	0.32
	SAG 12	380047106024801	14.626%	-7.04	-8.68	3/15/2017	1.64	0.24
	SAG 13	375820106052001	8.507%	-11.98	-14.39	2/22/2017	2.41	0.21
	SAG 18	375918106063601	9.324%	3.34	3.35	5/26/2017	-0.01	0.00
	P01	RGDSSP01	2.518%	-1.31	-3.65	3/31/2017	2.34	0.06
	RG05	380537106004801	14.135%	46.37	43.04	3/14/2017	3.33	0.47
	19513Z	SAG18	10.160%	58.08	52.17	3/14/2017	5.91	0.60
San Luis Creek	RG02	380941105545501	13.117%	65.28	60.49	3/6/2017	4.79	0.63
	RG03	380601105505201	9.758%	29.10	25.63	3/6/2017	3.47	0.34
	11010F	380855105553501	3.261%	65.20	53.20	1/30/2017	12.00	0.39
	1725R	380640105510001	7.611%	55.59	49.98	1/30/2017	5.61	0.43
	P14	RGDSSP14	14.205%	-32.87	-35.92	3/31/2017	3.05	0.43
	DW-1	375842105473701	11.410%	-37.46	-41.38	2/28/2017	3.92	0.45
	DW-3	375828105432501	17.029%	24.41	23.15	2/28/2017	1.26	0.21
	DW-4	375428105472501	9.348%	-37.88	-37.11	2/27/2017	-0.77	-0.07
	DW-5	375507105505901	5.497%	-72.43	-73.32	2/1/2017	0.89	0.05
	2760FR	*380652105552101*	8.765%	28.21	25.33	3/14/2017	2.88	0.25

Table 2d. 2018 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2018 DTW (ft) (c)	2018 Date (d)	2018 ΔDTW (ft) (e)	2018 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-38.10	2/12/2018	2.71	0.46
	ALA 6	372403106000901	2.410%	-10.75	-11.96	3/8/2018	1.21	0.03
	ALA 7	372403106000902	2.410%	-10.13	-11.38	2/5/2018	1.25	0.03
	ALA 8	372506106004201	5.461%	-15.02	-15.89	3/20/2018	0.87	0.05
	ALA 10	373457106003801	2.817%	-17.81	-20.05	3/15/2018	2.24	0.06
	ALA 12	372950105580801	14.208%	-4.18	-7.67	2/7/2018	3.49	0.50
	CON 1	371705106021501	9.582%	53.73	49.21	3/4/2018	4.52	0.43
	CON 2	371745105501001	5.730%	-15.64	-15.16	3/8/2018	-0.48	-0.03
	RIO 2	373227106030301	5.567%	-0.97	-4.90	3/15/2018	3.93	0.22
	6192R	373405106112501	3.516%	52.48				
	P03	RGDSSP03	2.909%	-7.77	-10.61	3/10/2018	2.84	0.08
	P08	RGDSSP08	2.410%	-13.37	-16.51	3/31/2018	3.14	0.08
	P09	RGDSSP09	10.619%	37.54	33.15	2/1/2018	4.39	0.47
	P10	RGDSSP10	4.690%	19.39	14.20	2/2/2018	5.19	0.24
	4865F	*372046106021901*	10.783%	32.47	27.62	3/12/2018	4.85	0.52
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.16	3/8/2018	-0.48	-0.04
	P03	RGDSSP03	8.233%	-7.77	-10.61	3/10/2018	2.84	0.23
	P07	RGDSSP07	10.749%	0.53	-1.87	2/19/2018	2.40	0.26
	P12	RGDSSP12	16.939%	166.04	165.44	2/6/2018	0.60	0.10
	20WCB	*371118105543501*	10.968%	4.00	1.83	3/12/2018	2.17	0.24
	6747F	370324105561201	10.371%	100.42	99.40	3/12/2018	1.02	0.11
	24316F	*370446105582701*	9.104%	144.61	142.96	3/12/2018	1.65	0.15
	22258F	*371108106005101*	6.886%	61.37	56.55	3/12/2018	4.82	0.33
	3416F	371030105585001	6.804%	63.26	63.04	3/12/2018	0.22	0.02
	296046	*370843106021001*	11.246%	160.91	158.91	3/12/2018	2.00	0.22
Saguache	SAG 2	375310106021501	17.494%	-39.14	-41.88	2/20/2018	2.74	0.48
	SAG 3	380045106044501	3.607%	5.95	1.57	3/12/2018	4.38	0.16
	SAG 9	375255106084401	11.398%	-4.25	-7.98	3/12/2018	3.73	0.43
	SAG 10	375310106050001	8.230%	-28.93	-30.29	2/13/2018	1.36	0.11
	SAG 12	380047106024801	14.626%	-7.04	-9.65	3/12/2018	2.61	0.38
	SAG 13	375820106052001	8.507%	-11.98	-13.25	2/13/2018	1.27	0.11
	SAG 18	375918106063601	9.324%	3.34	0.84	11/18/2017	2.50	0.23
	P01	RGDSSP01	2.518%	-1.31	-5.22	3/26/2018	3.91	0.10
	RG05	380537106004801	14.135%	46.37	42.73	3/12/2018	3.64	0.51
	19513Z	SAG18	10.160%	58.08	52.57	3/12/2018	5.51	0.56
San Luis Creek	RG02	380941105545501	13.117%	65.28	59.69	3/6/2018	5.59	0.73
	RG03	380601105505201	9.758%	29.10	25.16	3/3/2018	3.94	0.38
	11010F	380855105553501	3.261%	65.20	51.90	2/2/2018	13.30	0.43
	1725R	380640105510001	7.611%	55.59	49.22	2/2/2018	6.37	0.48
	P14	RGDSSP14	14.205%	-32.87	-37.81	3/31/2018	4.94	0.70
	DW-1	375842105473701	11.410%	-37.46	-42.18	2/27/2018	4.72	0.54
	DW-3	375828105432501	17.029%	24.41	22.43	2/27/2018	1.98	0.34
	DW-4	375428105472501	9.348%	-37.88	-51.75	2/26/2018	13.87	1.30
	DW-5	375507105505901	5.497%	-72.43	-74.24	2/26/2018	1.81	0.10
	2760FR	*380652105552101*	8.765%	28.21	25.29	3/14/2018	2.92	0.26

Table 2e. 2019 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2019 DTW (ft) (c)	2019 Date (d)	2019 ΔDTW (ft) (e)	2019 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-37.55	3/14/2019	2.16	0.36
	ALA 6	372403106000901	2.410%	-10.75	-9.43	2/13/2019	-1.32	-0.03
	ALA 7	372403106000902	2.410%	-10.13	-9.88	3/11/2019	-0.25	-0.01
	ALA 8	372506106004201	5.461%	-15.02	-15.40	2/14/2019	0.38	0.02
	ALA 10	373457106003801	2.817%	-17.81	-21.28	3/13/2019	3.47	0.10
	ALA 12	372950105580801	14.208%	-4.18	-7.22	2/15/2019	3.04	0.43
	CON 1	371705106021501	9.582%	53.73	54.15	3/5/2019	-0.42	-0.04
	CON 2	371745105501001	5.730%	-15.64	-14.63	3/11/2019	-1.01	-0.06
	RIO 2	373227106030301	5.567%	-0.97	-1.41	2/15/2019	0.44	0.02
	6192R	373405106112501	3.516%	52.48	52.42	2/7/2019	0.06	0.00
	P03	RGDSSP03	2.909%	-7.77	-8.60	3/13/2019	0.83	0.02
	P08	RGDSSP08	2.410%	-13.37	-13.12	3/31/2019	-0.25	-0.01
	P09	RGDSSP09	10.619%	37.54	39.41	2/1/2019	-1.87	-0.20
	P10	RGDSSP10	4.690%	19.39	19.36	3/7/2019	0.03	0.00
	4865F	*372046106021901*	10.783%	32.47	31.69	3/7/2019	0.78	0.08
Conejos	CON 2	371745105501001	8.700%	-15.64	-14.63	3/11/2019	-1.01	-0.09
	P03	RGDSSP03	8.233%	-7.77	-8.60	3/13/2019	0.83	0.07
	P07	RGDSSP07	10.749%	0.53	0.62	3/13/2019	-0.09	-0.01
	P12	RGDSSP12	16.939%	166.04	167.01	2/5/2019	-0.97	-0.16
	20WCB	*371118105543501*	10.968%	4.00	4.22	3/7/2019	-0.22	-0.02
	6747F	370324105561201	10.371%	100.42	101.28	3/7/2019	-0.86	-0.09
	24316F	*370446105582701*	9.104%	144.61	144.90	3/7/2019	-0.29	-0.03
	22258F	*371108106005101*	6.886%	61.37	61.32	3/7/2019	0.05	0.00
	3416F	371030105585001	6.804%	63.26	63.40	3/7/2019	-0.14	-0.01
	296046	*370843106021001*	11.246%	160.91	161.26	3/7/2019	-0.35	-0.04
Saguache	SAG 2	375310106021501	17.494%	-39.14	-39.22	3/12/2019	0.08	0.01
	SAG 3	380045106044501	3.607%	5.95	3.25	3/12/2019	2.70	0.10
	SAG 9	375255106084401	11.398%	-4.25	-6.50	3/13/2019	2.25	0.26
	SAG 10	375310106050001	8.230%	-28.93	-30.70	3/13/2019	1.77	0.15
	SAG 12	380047106024801	14.626%	-7.04	-7.53	3/13/2019	0.49	0.07
	SAG 13	375820106052001	8.507%	-11.98	-14.50	3/13/2019	2.52	0.21
	SAG 18	375918106063601	9.324%	3.34	1.74	3/13/2019	1.60	0.15
	P01	RGDSSP01	2.518%	-1.31	-4.70	3/31/2019	3.39	0.09
	RG05	380537106004801	14.135%	46.37	44.42	3/6/2019	1.95	0.28
	19513Z	SAG18	10.160%	58.08	57.12	3/6/2019	0.96	0.10
San Luis Creek	RG02	380941105545501	13.117%	65.28	62.46	3/4/2019	2.82	0.37
	RG03	380601105505201	9.758%	29.10	26.03	3/4/2019	3.07	0.30
	11010F	380855105553501	3.261%	65.20	53.47	2/6/2019	11.73	0.38
	1725R	380640105510001	7.611%	55.59	52.32	2/6/2019	3.27	0.25
	P14	RGDSSP14	14.205%	-32.87	-37.15	3/13/2019	4.28	0.61
	DW-1	375842105473701	11.410%	-37.46	-39.82	3/20/2019	2.36	0.27
	DW-3	375828105432501	17.029%	24.41	24.93	2/28/2019	-0.52	-0.09
	DW-4	375428105472501	9.348%	-37.88	-38.12	2/28/2019	0.24	0.02
	DW-5	375507105505901	5.497%	-72.43	-72.48	3/20/2019	0.05	0.00
	2760FR	*380652105552101*	8.765%	28.21	25.89	3/6/2019	2.32	0.20

Table 2f. 2020 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2020 DTW (ft) (c)	2020 Date (d)	2020 ΔDTW (ft) (e)	2020 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-39.09	3/25/2020	3.70	0.62
	ALA 6	372403106000901	2.410%	-10.75	-12.95	2/18/2020	2.20	0.05
	ALA 7	372403106000902	2.410%	-10.13	-11.54	3/27/2020	1.41	0.03
	ALA 8	372506106004201	5.461%	-15.02	-17.58	3/27/2020	2.56	0.14
	ALA 10	373457106003801	2.817%	-17.81	-20.24	3/30/2020	2.43	0.07
	ALA 12	372950105580801	14.208%	-4.18	-10.65	3/30/2020	6.47	0.92
	CON 1	371705106021501	9.582%	53.73	50.11	3/16/2020	3.62	0.35
	CON 2	371745105501001	5.730%	-15.64	-16.54	3/27/2020	0.90	0.05
	RIO 2	373227106030301	5.567%	-0.97	-4.54	3/26/2020	3.57	0.20
	6192R	373405106112501	3.516%	52.48	49.40	2/3/2020	3.08	0.11
	P03	RGDSSP03	2.909%	-7.77	-10.66	3/27/2020	2.89	0.08
	P08	RGDSSP08	2.410%	-13.37	-15.94	3/27/2020	2.57	0.06
	P09	RGDSSP09	10.619%	37.54	38.15	2/12/2020	-0.61	-0.06
	P10	RGDSSP10	4.690%	19.39	16.40	2/4/2020	2.99	0.14
	4865F	*372046106021901*	10.783%	32.47	26.82	3/5/2020	5.65	0.61
Conejos	CON 2	371745105501001	8.700%	-15.64	-16.54	3/27/2020	0.90	0.08
	P03	RGDSSP03	8.233%	-7.77	-10.66	3/27/2020	2.89	0.24
	P07	RGDSSP07	10.749%	0.53	-0.92	3/27/2020	1.45	0.16
	P12	RGDSSP12	16.939%	166.04	165.27	2/3/2020	0.77	0.13
	20WCB	*371118105543501*	10.968%	4.00	2.68	3/5/2020	1.32	0.14
	6747F	370324105561201	10.371%	100.42	100.09	3/5/2020	0.33	0.03
	24316F	*370446105582701*	9.104%	144.61	143.47	3/5/2020	1.14	0.10
	22258F	*371108106005101*	6.886%	61.37	59.77	3/5/2020	1.60	0.11
	3416F	371030105585001	6.804%	63.26	61.66	3/5/2020	1.60	0.11
	296046	*370843106021001*	11.246%	160.91	159.98	3/5/2020	0.93	0.10
Saguache	SAG 2	375310106021501	17.494%	-39.14	-40.57	3/26/2020	1.43	0.25
	SAG 3	380045106044501	3.607%	5.95	1.56	3/21/2020	4.39	0.16
	SAG 9	375255106084401	11.398%	-4.25	-8.11	2/19/2020	3.86	0.44
	SAG 10	375310106050001	8.230%	-28.93	-31.28	2/19/2020	2.35	0.19
	SAG 12	380047106024801	14.626%	-7.04	-9.90	2/19/2020	2.86	0.42
	SAG 13	375820106052001	8.507%	-11.98	-13.51	2/20/2020	1.53	0.13
	SAG 18	375918106063601	9.324%	3.34	0.90	12/10/2019	2.44	0.23
	P01	RGDSSP01	2.518%	-1.31	-6.64	3/27/2020	5.33	0.13
	RG05	380537106004801	14.135%	46.37	42.58	3/6/2020	3.79	0.54
	19513Z	SAG18	10.160%	58.08	55.67	3/6/2020	2.41	0.24
San Luis Creek	RG02	380941105545501	13.117%	65.28	60.98	3/2/2020	4.30	0.56
	RG03	380601105505201	9.758%	29.10	26.19	3/2/2020	2.91	0.28
	11010F	380855105553501	3.261%	65.20				
	1725R	380640105510001	7.611%	55.59	52.29	2/4/2020	3.30	0.25
	P14	RGDSSP14	14.205%	-32.87	-38.16	3/19/2020	5.29	0.75
	DW-1	375842105473701	11.410%	-37.46	-40.14	2/26/2020	2.68	0.31
	DW-3	375828105432501	17.029%	24.41	25.24	2/26/2020	-0.83	-0.14
	DW-4	375428105472501	9.348%	-37.88	-40.28	2/26/2020	2.40	0.22
	DW-5	375507105505901	5.497%	-72.43	-72.93	3/31/2020	0.50	0.03
	2760FR	*380652105552101*	8.765%	28.21	24.62	3/6/2020	3.59	0.31

Table 2g. 2021 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2021 DTW (ft) (c)	2021 Date (d)	2021 ΔDTW (ft) (e)	2021 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-36.45	2/22/2021	1.06	0.18
	ALA 6	372403106000901	2.410%	-10.75	-9.42	3/19/2021	-1.33	-0.03
	ALA 7	372403106000902	2.410%	-10.13	-9.21	3/19/2021	-0.92	-0.02
	ALA 8	372506106004201	5.461%	-15.02	-14.18	3/19/2021	-0.84	-0.05
	ALA 10	373457106003801	2.817%	-17.81	-17.15	3/23/2021	-0.66	-0.02
	ALA 12	372950105580801	14.208%	-4.18	-3.23	3/17/2021	-0.95	-0.13
	CON 1	371705106021501	9.582%	53.73	53.53	2/10/2021	0.20	0.02
	CON 2	371745105501001	5.730%	-15.64	-15.03	3/19/2021	-0.61	-0.03
	RIO 2	373227106030301	5.567%	-0.97	-2.41	3/17/2021	1.44	0.08
	6192R	373405106112501	3.516%	52.48	51.00	1/27/2021	1.48	0.05
	P03	RGDSSP03	2.909%	-7.77	-9.14	3/30/2021	1.37	0.04
	P08	RGDSSP08	2.410%	-13.37	-12.98	3/30/2021	-0.39	-0.01
	P09	RGDSSP09	10.619%	37.54	39.04	2/9/2021	-1.50	-0.16
	P10	RGDSSP10	4.690%	19.39	18.79	2/9/2021	0.60	0.03
	4865F	*372046106021901*	10.783%	32.47	30.06	3/11/2021	2.41	0.26
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.03	3/19/2021	-0.61	-0.05
	P03	RGDSSP03	8.233%	-7.77	-9.14	3/30/2021	1.37	0.11
	P07	RGDSSP07	10.749%	0.53	1.08	3/23/2021	-0.55	-0.06
	P12	RGDSSP12	16.939%	166.04	167.49	3/10/2021	-1.45	-0.25
	20WCB	*371118105543501*	10.968%	4.00	4.34	3/11/2021	-0.34	-0.04
	6747F	370324105561201	10.371%	100.42	101.89	3/11/2021	-1.47	-0.15
	24316F	*370446105582701*	9.104%	144.61	145.36	3/11/2021	-0.75	-0.07
	22258F	*371108106005101*	6.886%	61.37	63.60	3/11/2021	-2.23	-0.15
	3416F	371030105585001	6.804%	63.26	63.96	3/11/2021	-0.70	-0.05
	296046	*370843106021001*	11.246%	160.91	161.93	3/11/2021	-1.02	-0.11
Saguache	SAG 2	375310106021501	17.494%	-39.14	-39.84	3/22/2021	0.70	0.12
	SAG 3	380045106044501	3.607%	5.95	3.43	3/26/2021	2.52	0.09
	SAG 9	375255106084401	11.398%	-4.25	-6.63	3/25/2021	2.38	0.27
	SAG 10	375310106050001	8.230%	-28.93	-31.39	3/25/2021	2.46	0.20
	SAG 12	380047106024801	14.626%	-7.04	-8.40	3/26/2021	1.36	0.20
	SAG 13	375820106052001	8.507%	-11.98	-12.10	3/26/2021	0.12	0.01
	SAG 18	375918106063601	9.324%	3.34	1.66	3/25/2021	1.68	0.16
	P01	RGDSSP01	2.518%	-1.31	-5.74	3/30/2021	4.43	0.11
	RG05	380537106004801	14.135%	46.37	44.33	3/10/2021	2.04	0.29
	19513Z	SAG18	10.160%	58.08	57.84	3/10/2021	0.24	0.02
San Luis Creek	RG02	380941105545501	13.117%	65.28	62.15	3/8/2021	3.13	0.41
	RG03	380601105505201	9.758%	29.10	27.65	3/8/2021	1.45	0.14
	11010F	380855105553501	3.261%	65.20	53.14	1/26/2021	12.06	0.39
	1725R	380640105510001	7.611%	55.59	54.20	1/26/2021	1.39	0.11
	P14	RGDSSP14	14.205%	-32.87	-37.14	3/30/2021	4.27	0.61
	DW-1	375842105473701	11.410%	-37.46	-40.76	3/29/2021	3.30	0.38
	DW-3	375828105432501	17.029%	24.41	25.83	3/29/2021	-1.42	-0.24
	DW-4	375428105472501	9.348%	-37.88	-41.11	3/29/2021	3.23	0.30
	DW-5	375507105505901	5.497%	-72.43	-76.69	3/29/2021	4.26	0.23
	2760FR	*380652105552101*	8.765%	28.21	25.18	3/11/2021	3.03	0.27

Table 2h. 2022 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2022 DTW (ft) (c)	2022 Date (d)	2022 ΔDTW (ft) (e)	2022 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-35.18	2/16/2022	-0.21	-0.04
	ALA 6	372403106000901	2.410%	-10.75	-8.04	2/16/2022	-2.71	-0.07
	ALA 7	372403106000902	2.410%	-10.13	-8.84	3/23/2022	-1.29	-0.03
	ALA 8	372506106004201	5.461%	-15.02	-12.77	3/23/2022	-2.25	-0.12
	ALA 10	373457106003801	2.817%	-17.81	-19.41	3/16/2022	1.60	0.05
	ALA 12	372950105580801	14.208%	-4.18	-1.74	2/16/2022	-2.44	-0.35
	CON 1	371705106021501	9.582%	53.73	59.01	3/30/2022	-5.28	-0.51
	CON 2	371745105501001	5.730%	-15.64	-14.70	3/16/2022	-0.94	-0.05
	RIO 2	373227106030301	5.567%	-0.97	-0.26	3/23/2022	-0.71	-0.04
	6192R	373405106112501	3.516%	52.48	54.81	1/25/2022	-2.33	-0.08
	P03	RGDSSP03	2.909%	-7.77	-8.62	3/30/2022	0.85	0.02
	P08	RGDSSP08	2.410%	-13.37	-11.70	3/29/2022	-1.67	-0.04
	P09	RGDSSP09	10.619%	37.54	41.82	2/9/2022	-4.28	-0.45
	P10	RGDSSP10	4.690%	19.39	21.09	3/3/2022	-1.70	-0.08
	4865F	*372046106021901*	10.783%	32.47	31.10	3/15/2022	1.37	0.15
Conejos	CON 2	371745105501001	8.700%	-15.64	-14.70	3/16/2022	-0.94	-0.08
	P03	RGDSSP03	8.233%	-7.77	-8.62	3/30/2022	0.85	0.07
	P07	RGDSSP07	10.749%	0.53	1.70	3/29/2022	-1.17	-0.13
	P12	RGDSSP12	16.939%	166.04	168.24	3/7/2022	-2.20	-0.37
	20WCB	*371118105543501*	10.968%	4.00	4.92	3/15/2022	-0.92	-0.10
	6747F	370324105561201	10.371%	100.42	102.47	3/14/2022	-2.05	-0.21
	24316F	*370446105582701*	9.104%	144.61	145.86	3/14/2022	-1.25	-0.11
	22258F	*371108106005101*	6.886%	61.37	63.70	3/14/2022	-2.33	-0.16
	3416F	371030105585001	6.804%	63.26	64.75	3/14/2022	-1.49	-0.10
	296046	*370843106021001*	11.246%	160.91	162.73	3/15/2022	-1.82	-0.20
Saguache	SAG 2	375310106021501	17.494%	-39.14	-42.35	3/29/2022	3.21	0.56
	SAG 3	380045106044501	3.607%	5.95	1.82	2/24/2022	4.13	0.15
	SAG 9	375255106084401	11.398%	-4.25	-6.00	5/24/2022	1.75	0.20
	SAG 10	375310106050001	8.230%	-28.93	-31.37	3/31/2022	2.44	0.20
	SAG 12	380047106024801	14.626%	-7.04	-9.63	3/29/2022	2.59	0.38
	SAG 13	375820106052001	8.507%	-11.98	-12.10	11/29/2021	0.12	0.01
	SAG 18	375918106063601	9.324%	3.34	1.50	2/24/2022	1.84	0.17
	P01	RGDSSP01	2.518%	-1.31	-7.37	3/30/2022	6.06	0.15
	RG05	380537106004801	14.135%	46.37	43.33	3/7/2022	3.04	0.43
	19513Z	SAG18	10.160%	58.08	55.92	3/7/2022	2.16	0.22
San Luis Creek	RG02	380941105545501	13.117%	65.28	63.17	3/2/2022	2.11	0.28
	RG03	380601105505201	9.758%	29.10	28.56	2/3/2022	0.54	0.05
	11010F	380855105553501	3.261%	65.20	53.91	1/25/2022	11.29	0.37
	1725R	380640105510001	7.611%	55.59	55.11	1/25/2022	0.48	0.04
	P14	RGDSSP14	14.205%	-32.87	-38.18	3/29/2022	5.31	0.75
	DW-1	375842105473701	11.410%	-37.46	-40.82	12/29/2021	3.36	0.38
	DW-3	375828105432501	17.029%	24.41	24.80	2/28/2022	-0.39	-0.07
	DW-4	375428105472501	9.348%	-37.88	-42.78	11/17/2021	4.90	0.46
	DW-5	375507105505901	5.497%	-72.43	-75.73	5/26/2022	3.30	0.18
	2760FR	*380652105552101*	8.765%	28.21	25.84	3/7/2022	2.37	0.21

Table 2i. 2023 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2023 DTW (ft) (c)	2023 Date (d)	2023 ΔDTW (ft) (e)	2023 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-34.55	2/19/2023	-0.84	-0.14
	ALA 6	372403106000901	2.410%	-10.75	-8.57	3/24/2023	-2.18	-0.05
	ALA 7	372403106000902	2.410%	-10.13	-8.23	3/24/2023	-1.90	-0.05
	ALA 8	372506106004201	5.461%	-15.02	-11.82	3/24/2023	-3.20	-0.17
	ALA 10	373457106003801	2.817%	-17.81	-19.49	3/24/2023	1.68	0.05
	ALA 12	372950105580801	14.208%	-4.18	-1.64	3/24/2023	-2.54	-0.36
	CON 1	371705106021501	9.582%	53.73	55.75	2/18/2023	-2.02	-0.19
	CON 2	371745105501001	5.730%	-15.64	-15.08	3/22/2023	-0.56	-0.03
	RIO 2	373227106030301	5.567%	-0.97	-0.06	2/18/2023	-0.91	-0.05
	6192R	373405106112501	3.516%	52.48				
	P03	RGDSSP03	2.909%	-7.77	-8.81	3/30/2023	1.04	0.03
	P08	RGDSSP08	2.410%	-13.37	-11.20	3/30/2023	-2.17	-0.05
	P09	RGDSSP09	10.619%	37.54	46.31	3/24/2023	-8.77	-0.93
	P10	RGDSSP10	4.690%	19.39	21.17	3/9/2023	-1.78	-0.08
	4865F	*372046106021901*	10.783%	32.47	32.02	3/13/2023	0.45	0.05
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.08	3/22/2023	-0.56	-0.05
	P03	RGDSSP03	8.233%	-7.77	-8.81	3/30/2023	1.04	0.09
	P07	RGDSSP07	10.749%	0.53	1.73	2/22/2023	-1.20	-0.13
	P12	RGDSSP12	16.939%	166.04	168.41	2/13/2023	-2.37	-0.40
	20WCB	*371118105543501*	10.968%	4.00	4.87	3/13/2023	-0.87	-0.10
	6747F	370324105561201	10.371%	100.42	102.24	3/13/2023	-1.82	-0.19
	24316F	*370446105582701*	9.104%	144.61	145.72	3/13/2023	-1.11	-0.10
	22258F	*371108106005101*	6.886%	61.37	63.05	3/13/2023	-1.68	-0.12
	3416F	371030105585001	6.804%	63.26	64.16	3/13/2023	-0.90	-0.06
	296046	*370843106021001*	11.246%	160.91	162.78	3/13/2023	-1.87	-0.21
Saguache	SAG 2	375310106021501	17.494%	-39.14	-43.62	3/30/2023	4.48	0.78
	SAG 3	380045106044501	3.607%	5.95	1.03	3/28/2023	4.92	0.18
	SAG 9	375255106084401	11.398%	-4.25	-8.66	3/30/2023	4.41	0.50
	SAG 10	375310106050001	8.230%	-28.93	-33.91	3/30/2023	4.98	0.41
	SAG 12	380047106024801	14.626%	-7.04	-10.70	3/28/2023	3.66	0.54
	SAG 13	375820106052001	8.507%	-11.98				
	SAG 18	375918106063601	9.324%	3.34				
	P01	RGDSSP01	2.518%	-1.31	-8.58	3/30/2023	7.27	0.18
	RG05	380537106004801	14.135%	46.37	42.66	3/13/2023	3.71	0.52
	19513Z	SAG18	10.160%	58.08	54.25	3/13/2023	3.83	0.39
San Luis Creek	RG02	380941105545501	13.117%	65.28	63.86	3/8/2023	1.42	0.19
	RG03	380601105505201	9.758%	29.10				
	11010F	380855105553501	3.261%	65.20	54.09	1/30/2023	11.11	0.36
	1725R	380640105510001	7.611%	55.59	56.54	1/30/2023	-0.95	-0.07
	P14	RGDSSP14	14.205%	-32.87	-37.94	3/30/2023	5.07	0.72
	DW-1	375842105473701	11.410%	-37.46	-39.31	2/27/2023	1.85	0.21
	DW-3	375828105432501	17.029%	24.41	26.11	2/27/2023	-1.70	-0.29
	DW-4	375428105472501	9.348%	-37.88	-40.44	3/29/2023	2.56	0.24
	DW-5	375507105505901	5.497%	-72.43	-74.08	3/29/2023	1.65	0.09
	2760FR	*380652105552101*	8.765%	28.21	25.34	3/13/2023	2.87	0.25

Table 2j. 2024 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2024 DTW (ft) (c)	2024 Date (d)	2024 ΔDTW (ft) (e)	2024 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-30.98	12/20/2023	-4.41	-0.74
	ALA 6	372403106000901	2.410%	-10.75	-9.74	3/21/2024	-1.01	-0.02
	ALA 7	372403106000902	2.410%	-10.13	-9.31	3/21/2024	-0.82	-0.02
	ALA 8	372506106004201	5.461%	-15.02	-13.30	3/22/2024	-1.72	-0.09
	ALA 10	373457106003801	2.817%	-17.81	-21.08	3/22/2024	3.27	0.09
	ALA 12	372950105580801	14.208%	-4.18	-0.65	11/30/2023	-3.53	-0.50
	CON 1	371705106021501	9.582%	53.73	55.18	3/22/2024	-1.45	-0.14
	CON 2	371745105501001	5.730%	-15.64	-15.34	3/21/2024	-0.30	-0.02
	RIO 2	373227106030301	5.567%	-0.97	-0.79	3/22/2024	-0.18	-0.01
	6192R	373405106112501	3.516%	52.48	53.96	2/22/2024	-1.48	-0.05
	P03	RGDSSP03	2.909%	-7.77	-9.05	3/25/2024	1.28	0.04
	P08	RGDSSP08	2.410%	-13.37	-12.21	3/31/2024	-1.16	-0.03
	P09	RGDSSP09	10.619%	37.54	41.34	3/26/2024	-3.80	-0.40
	P10	RGDSSP10	4.690%	19.39	20.28	3/26/2024	-0.89	-0.04
	4865F	*372046106021901*	10.783%	32.47	28.54	3/26/2024	3.93	0.42
Conejos	CON 2	371745105501001	8.700%	-15.64	-15.34	3/21/2024	-0.30	-0.03
	P03	RGDSSP03	8.233%	-7.77	-9.05	3/25/2024	1.28	0.11
	P07	RGDSSP07	10.749%	0.53	1.58	3/24/2024	-1.05	-0.11
	P12	RGDSSP12	16.939%	166.04	168.03	3/13/2024	-1.99	-0.34
	20WCB	*371118105543501*	10.968%	4.00	4.52	3/26/2024	-0.52	-0.06
	6747F	370324105561201	10.371%	100.42	101.09	3/26/2024	-0.67	-0.07
	24316F	*370446105582701*	9.104%	144.61	144.59	3/26/2024	0.02	0.00
	22258F	*371108106005101*	6.886%	61.37	63.13	3/26/2024	-1.76	-0.12
	3416F	371030105585001	6.804%	63.26	63.84	3/26/2024	-0.58	-0.04
	296046	*370843106021001*	11.246%	160.91	162.50	3/26/2024	-1.59	-0.18
Saguache	SAG 2	375310106021501	17.494%	-39.14	-45.19	3/28/2024	6.05	1.06
	SAG 3	380045106044501	3.607%	5.95	1.91	3/28/2024	4.04	0.15
	SAG 9	375255106084401	11.398%	-4.25	-9.25	3/28/2024	5.00	0.57
	SAG 10	375310106050001	8.230%	-28.93	-34.53	3/28/2024	5.60	0.46
	SAG 12	380047106024801	14.626%	-7.04	-11.08	3/28/2024	4.04	0.59
	SAG 13	375820106052001	8.507%	-11.98				
	SAG 18	375918106063601	9.324%	3.34				
	P01	RGDSSP01	2.518%	-1.31	-8.90	3/24/2024	7.59	0.19
	RG05	380537106004801	14.135%	46.37	42.66	3/26/2024	3.71	0.52
	19513Z	SAG18	10.160%	58.08	53.50	3/26/2024	4.58	0.47
San Luis Creek	RG02	380941105545501	13.117%	65.28	64.13	3/6/2024	1.15	0.15
	RG03	380601105505201	9.758%	29.10				
	11010F	380855105553501	3.261%	65.20	54.58	2/20/2024	10.62	0.35
	1725R	380640105510001	7.611%	55.59	56.31	2/20/2024	-0.72	-0.05
	P14	RGDSSP14	14.205%	-32.87	-37.87	3/31/2024	5.00	0.71
	DW-1	375842105473701	11.410%	-37.46	-39.89	3/29/2024	2.43	0.28
	DW-3	375828105432501	17.029%	24.41	26.21	3/29/2024	-1.80	-0.31
	DW-4	375428105472501	9.348%	-37.88	-45.31	3/29/2024	7.43	0.69
	DW-5	375507105505901	5.497%	-72.43	-72.84	3/29/2024	0.41	0.02
	2760FR	*380652105552101*	8.765%	28.21	26.42	3/26/2024	1.79	0.16

Table 2k. 2025 Monitoring Well Data Summary and Composite Water Head Calculations

RA	Name	Model UID	Thiessen Weight (a)	2015 DTW Baseline (ft) (b)	2025 DTW (ft) (c)	2025 Date (d)	2025 ΔDTW (ft) (e)	2025 ΔDTW Weighted (f)
Alamosa La Jara	ALA 4	372550105455001	16.888%	-35.39	-29.67	3/27/2025	-5.72	-0.97
	ALA 6	372403106000901	2.410%	-10.75	-9.93	3/18/2025	-0.82	-0.02
	ALA 7	372403106000902	2.410%	-10.13	-9.72	3/18/2025	-0.41	-0.01
	ALA 8	372506106004201	5.461%	-15.02	-14.41	3/18/2025	-0.61	-0.03
	ALA 10	373457106003801	2.817%	-17.81	-21.66	3/28/2025	3.85	0.11
	ALA 12	372950105580801	14.208%	-4.18				
	CON 1	371705106021501	9.582%	53.73	56.24	3/27/2025	-2.51	-0.24
	CON 2	371745105501001	5.730%	-15.64	-14.80	3/27/2025	-0.84	-0.05
	RIO 2	373227106030301	5.567%	-0.97	-2.89	3/18/2025	1.92	0.11
	6192R	373405106112501	3.516%	52.48				
	P03	RGDSSP03	2.909%	-7.77				
	P08	RGDSSP08	2.410%	-13.37				
	P09	RGDSSP09	10.619%	37.54	40.51	5/29/2025	-2.97	-0.32
	P10	RGDSSP10	4.690%	19.39	18.06	3/7/2025	1.33	0.06
	4865F	*372046106021901*	10.783%	32.47	28.57	3/11/2025	3.90	0.42
Conejos	CON 2	371745105501001	8.700%	-15.64	-14.80	3/27/2025	-0.84	-0.07
	P03	RGDSSP03	8.233%	-7.77				
	P07	RGDSSP07	10.749%	0.53				
	P12	RGDSSP12	16.939%	166.04	168.32	3/19/2025	-2.28	-0.39
	20WCB	*371118105543501*	10.968%	4.00	4.10	3/11/2025	-0.10	-0.01
	6747F	370324105561201	10.371%	100.42	102.69	3/24/2025	-2.27	-0.24
	24316F	*370446105582701*	9.104%	144.61	144.76	3/24/2025	-0.15	-0.01
	22258F	*371108106005101*	6.886%	61.37	63.47	3/11/2025	-2.10	-0.14
	3416F	371030105585001	6.804%	63.26	62.94	3/11/2025	0.32	0.02
	296046	*370843106021001*	11.246%	160.91	162.43	3/24/2025	-1.52	-0.17
Saguache	SAG 2	375310106021501	17.494%	-39.14	-43.41	3/28/2025	4.27	0.75
	SAG 3	380045106044501	3.607%	5.95				
	SAG 9	375255106084401	11.398%	-4.25	-7.86	3/28/2025	3.61	0.41
	SAG 10	375310106050001	8.230%	-28.93	-33.25	3/28/2025	4.32	0.36
	SAG 12	380047106024801	14.626%	-7.04	-11.04	3/28/2025	4.00	0.59
	SAG 13	375820106052001	8.507%	-11.98				
	SAG 18	375918106063601	9.324%	3.34				
	P01	RGDSSP01	2.518%	-1.31				
	RG05	380537106004801	14.135%	46.37	42.41	3/11/2025	3.96	0.56
	19513Z	SAG18	10.160%	58.08	52.67	3/11/2025	5.41	0.55
San Luis Creek	RG02	380941105545501	13.117%	65.28	64.40	11/4/2024	0.88	0.12
	RG03	380601105505201	9.758%	29.10	30.27	2/17/2025	-1.17	-0.11
	11010F	380855105553501	3.261%	65.20				
	1725R	380640105510001	7.611%	55.59				
	P14	RGDSSP14	14.205%	-32.87				
	DW-1	375842105473701	11.410%	-37.46	-37.61	3/31/2025	0.15	0.02
	DW-3	375828105432501	17.029%	24.41	19.76	2/25/2025	4.65	0.79
	DW-4	375428105472501	9.348%	-37.88	-39.52	3/31/2025	1.64	0.15
	DW-5	375507105505901	5.497%	-72.43	-73.07	3/31/2025	0.64	0.04
	2760FR	*380652105552101*	8.765%	28.21	26.25	3/11/2025	1.96	0.17

Table 2. Column Calculation Notes

(a) Thiessen weight = Thiessen polygon area / total polygon areas for Response Area (rounded to 5 digits)
(b) minimum annual depth to water during non-irrigation season for 2015 baseline year (minimum DTW in February-March or progressively in other months if February/March DTW not available)
(c) minimum annual depth to water during non-irrigation season for year (minimum DTW in February-March or progressively in other months if February/March DTW not available)
(d) date of minimum annual depth to water during non-irrigation season measurement
(e) change in depth to water calculated as baseline depth to water less year depth to water (a negative value indicates a falling water table)
(f) change in depth to water multiplied by Thiessen weight used in calculation of composite water head. The composite water head for a Response Area equals the sum of these values divided by the sum of Thiessen weights of wells with data by Response Area for the year.

Table 3. Composite Water Head by Response Area

Response Area	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Alamosa La Jara	0.00	1.48	2.31	3.25	0.71	3.38	0.20	-1.64	-2.07	-1.52	-1.21
Conejos	0.00	-0.11	0.25	1.62	-0.38	1.21	-0.82	-1.40	-1.27	-0.83	-1.25
Saguache	0.00	2.43	2.91	3.07	1.41	2.73	1.48	2.47	4.27	4.88	4.22
San Luis Creek	0.00	1.99	3.11	5.27	2.32	2.67	2.59	2.65	1.60	1.84	1.56

Note: Head change in feet from 2015 baseline

Table 4. Missing Annual Well Data

Response Area	Name	Model UID	Thiessen Weight	Years Missing
Alamosa La Jara	6192R	373405106112501	3.516%	2018, 2023, 2025
San Luis Creek	11010F	380855105553501	3.261%	2020, 2025
Saguache	SAG 13	375820106052001	8.507%	2023 - 2025
Saguache	SAG 18	375918106063601	9.324%	2023 - 2025
Alamosa La Jara	ALA 12	372950105580801	14.208%	2025
San Luis Creek	1725R	380640105510001	7.611%	2025
Saguache	SAG 3	380045106044501	3.607%	2025
Saguache	P01	RGDSSP01	2.518%	2025
Alamosa La Jara/Conejos	P03	RGDSSP03	2.909% / 8.233%	2025
Conejos	P07	RGDSSP07	10.749%	2025
Alamosa La Jara	P08	RGDSSP08	2.410%	2025
San Luis Creek	P14	RGDSSP14	14.205%	2025

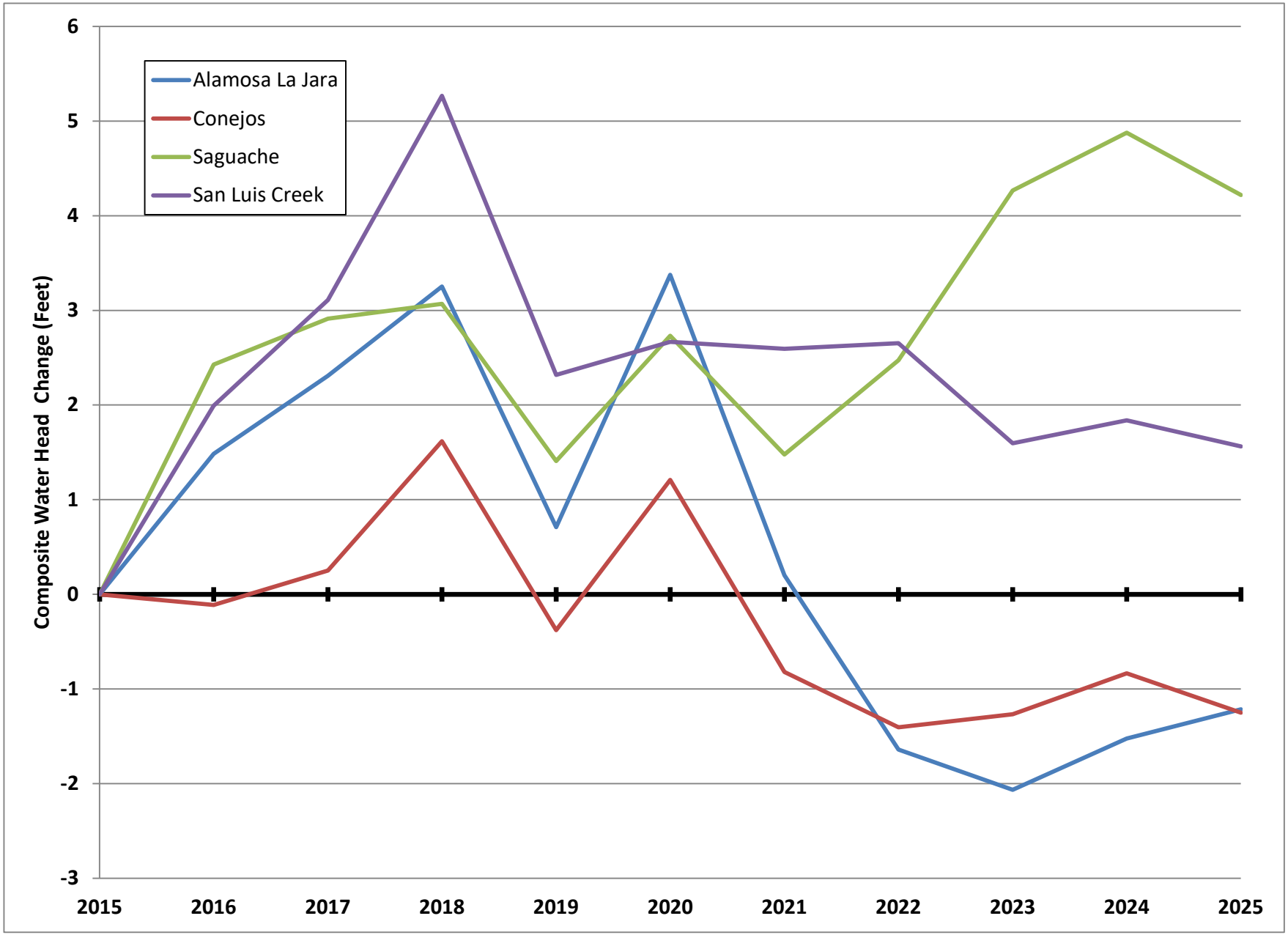


Figure 1. Composite Water Head by Response Area

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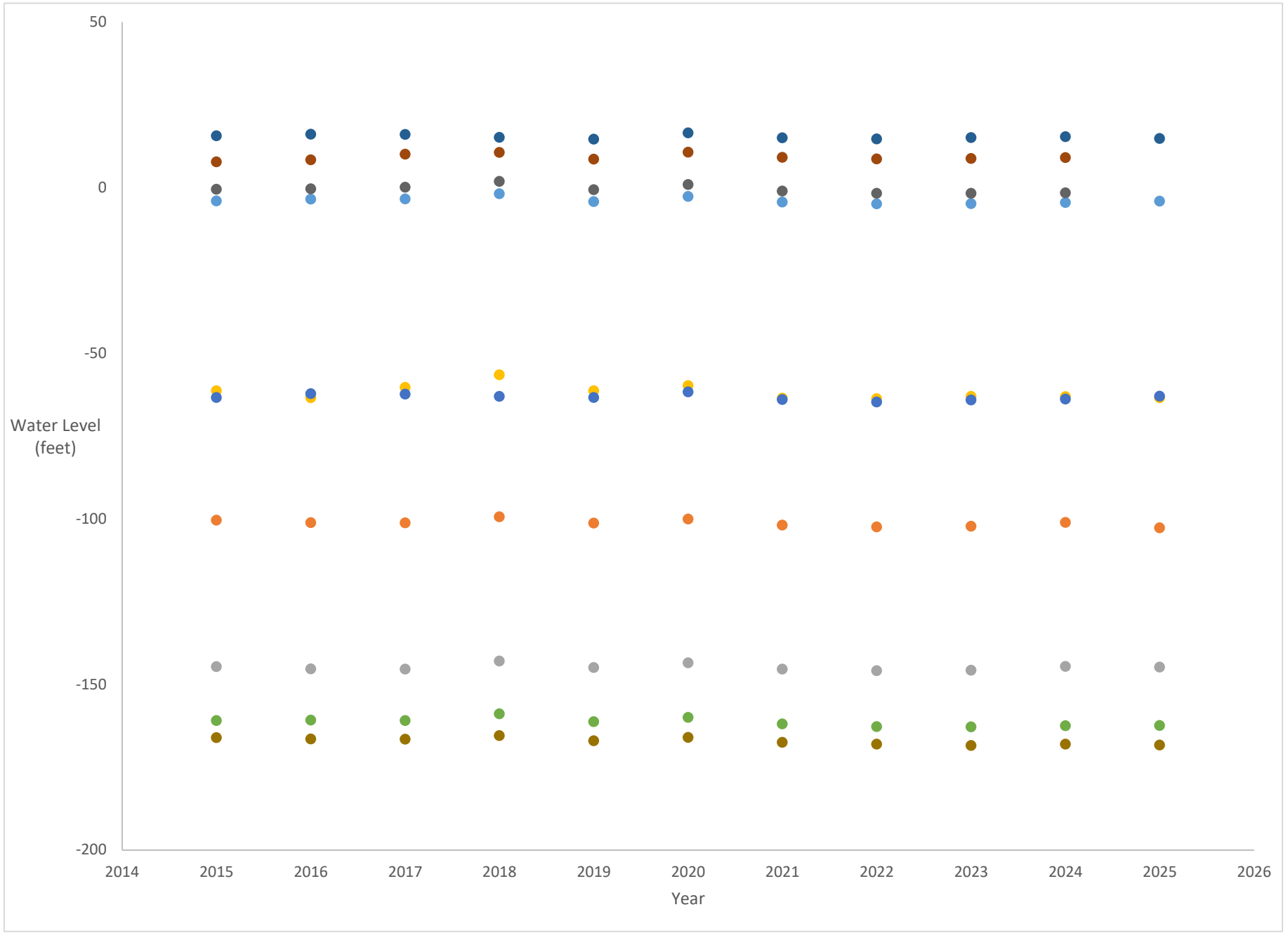
50
0
-50
-100
-150
-200
Water Level (feet)
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
Year