

SPECIAL IMPROVEMENT DISTRICT #1 OF THE
RIO GRANDE WATER CONSERVATION DISTRICT

ANNUAL REPLACEMENT PLAN
2018 PLAN YEAR

Prepared

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By

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Abbreviations

ARP	Annual Replacement Plan
CPW	Colorado Parks and Wildlife
CREP	Conservation Reserve Enhancement Program
Divide	Hydraulic Divide
DWR	Division of Water Resources
NRCS	Natural Resources Conservation Service
Plan Year	The ARP for the period May 1, 2018 through April 30, 2019
PWM	Plan of Water Management
RF	RF Application A_RANo1_6P98_V1.1
RGCWUA	Rio Grande Canal Water Users Association
RGDSS	Rio Grande Decision Support System
RGWCD	Rio Grande Water Conservation District
SEO	State Engineer's Office
Subdistrict #1	Special Improvement District #1
Subdistrict Wells	Wells Irrigating Subdistrict #1 land
SWC	Surface Water Credit
SWSP	Substitute Water Supply Plan
WDID	Water District Structure Identification Number

INTRODUCTION

The purpose of this report is to satisfy the requirements for an Annual Replacement Plan (ARP) for May 1, 2018 through April 30, 2019 (Plan Year) under the provisions of the Plan of Water Management (PWM) for the Rio Grande Water Conservation District (RGWCD) Special Improvement District No. 1 (Subdistrict #1) decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010, and upheld by the Colorado Supreme Court on December 19, 2011. Further, the ARP has been drafted in accordance with the requirements of the State Engineer, PWM, and the pertinent court decrees.

As required by the referenced decrees, this report includes information needed by the Subdistrict #1 staff and the Rio Grande Decision Support System (RGDSS) modeling team for calculating stream depletions attributable to Subdistrict #1 Wells (Subdistrict Wells), as that term is defined in the PWM, and information to assess progress toward other PWM objectives. This ARP includes a series of tables created by Subdistrict #1 staff and the RGDSS modeling team tabulating stream replacement quantities and locations resulting from Subdistrict #1 well groundwater pumping and a water portfolio to be used to replace such stream depletions.

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

1.0 DATABASE OF SUBDISTRICT WELLS

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

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

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

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

Appendix A is the most current tabulation of the Water District Identification Number (WDID) and the irrigation well pumping of each Subdistrict #1 well. The WDIDs of the wells added to and removed from the 2018 Subdistrict #1 Wells list are noted at the end of Appendix A.

Each year, as producers report information for their farm units and additional data is accumulated from other sources regarding well use and ownership, the Subdistrict Well list is updated. Several wells, which were identified and confirmed in 2017, were added to the 2018 list of Subdistrict Wells. Requests for Farm Unit updates will be mailed out April 16, 2018. Any reported corrections regarding wells are incorporated into the Subdistrict #1 Well list if appropriate. All wells added or removed from the Subdistrict Well list are referenced in the Appendix A footnote.

1.1 AUGMENTATION WELLS

The Subdistrict Wells include some wells that are part of an augmentation plan. The augmentation plans vary in their conditions, but they associate surface rights with Subdistrict Wells and other wells in administration of the respective plan. They are included in the list for fee determination, and if any portion of their legally decreed pumping is not covered by their individual augmentation plans, it is subject to Subdistrict #1 fees and Subdistrict #1 will replace injurious depletions caused by the non-augmented pumping as part of this ARP. Some wells in this list had independent water rights prior to becoming included in an augmentation plan.

Appendix B contains the list of augmentation wells, links to their decrees and a map of the fields associated with those augmentation plans. The 2017 Annual Report for Subdistrict #1 contains details regarding each augmentation well and is available on the Subdistrict #1 website at <http://rgwcd.org>.

2.0 CALCULATIONS OF PROJECTED 2018 PLAN YEAR DEPLETIONS FROM SUBDISTRICT WELLS TO THE RIO GRANDE

The purpose of this section of the 2018 ARP is to present data showing projected 2018 depletions to the Rio Grande resulting from Subdistrict #1 well pumping. Depletions are calculated by a Response Function spreadsheet that outputs total depletions for the Plan Year and a breakdown of monthly depletions for three reaches of the Rio Grande. Subdistrict #1 was directed to use the current 6P98 Response Function for calculating projected stream depletions by the Colorado Division of Water Resources for the 2018 Annual Replacement Plan.

Forecasted calendar year flow through the Rio Grande near Del Norte gage (index gage) was the primary benchmark used to make depletion projections. From this forecast, estimates of total well pumping, canal diversions and annual recharge credit were prepared. This information is utilized in the Response Function spreadsheets to provide an estimate of depletions caused by groundwater pumping from Subdistrict Wells.

2.1 2018 STREAM FLOW FORECASTS

2.1.1 2018 RIO GRANDE STREAM FLOW FORECAST

As indicated in Appendix 1 of the Plan of Water Management for Special Improvement District No. 1 of the Rio Grande Water Conservation District, a copy of the April 9, 2018 USDA NRCS National Water & Climate Center (NRCS) forecast for stream flows of the Rio Grande Basin in Colorado is required for the estimate of recharge in Subdistrict #1 that offsets groundwater consumption based upon hydrologic conditions for the current Plan Year. In addition to the NRCS Forecast, the Division #3 Division Engineer's estimate of the annual flow of the Rio Grande at the index gage identified in the April 9, 2018 Rio Grande Compact Ten Day Report is required to assist in projecting hydrologic conditions of the Rio Grande for the current Plan Year. The Division Engineer's April 9, 2018 forecast are higher for both the Rio Grande gage near Del Norte and the Conejos River system than the NRCS April 1 forecast supporting a higher river flow potential in 2018 than the NRCS is projecting.

Data collected from the Division #3 Engineer's Rio Grande Compact Ten Day Report on April 9, 2018 estimates the flow for the period April – September for the Rio Grande gage near Del Norte at 217,000.0 acre-feet. Also, from data contained in the Division #3 Engineer's Rio Grande Compact Ten Day Report, 83,000 acre-feet is added to the April - September forecast for the Rio Grande near Del Norte gage to obtain the projected annual flow. Therefore, using the Division #3 Division Engineer's April 9, 2018 forecast, the projected annual flow of the Rio Grande at the index gage near Del Norte is 300,000 acre-feet and will be the basis for estimating recharge in Subdistrict #1 that offsets groundwater consumption in the 2018 ARP .

A copy of the NRCS April 9, 2018 Forecast Division #3 Division Engineer's Rio Grande Compact Ten Day Report is attached in Appendix C.

2.1.2 2018 CONEJOS RIVER STREAM FLOW FORECAST

Based on the same forecast documents referenced above, the Division #3 Division Engineer’s April 9, 2018 forecasts for the Conejos River for the period April – September and the annual values are tabulated below. The NRCS forecast as well as the Division #3 Division Engineer’s Rio Grande Compact Ten Day Report for the Conejos River Basin in Colorado is included in Appendix C.

Data contained in the Division #3 Engineer’s Rio Grande Compact Ten Day Report indicates that 26,000.0 acre-feet is added to the April – September Division #3 forecast to obtain the total Conejos River basin projected annual flow. Table 2.1 includes the forecasted flows for the referenced rivers and the forecast for total projected annual flow during the 2018 calendar year.

**Table 2.1
Conejos River Basin Estimated Annual Flow**

Forecast Point	Period	Forecast (acre-feet)	% of avg.	Estimated Flow outside of Apr-Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)
Conejos R. near Mogote	Apr-Sep	88,000	53		
San Antonio R. at Ortiz	Apr-Sep	2,500	22		
Los Pinos R. near Ortiz	Apr-Sep	22,900	40		
Total				26,600	140,000

2.2 PROJECTED 2018 GROUNDWATER PUMPING

For Subdistrict Wells listed in the 2018 ARP, DWR metered pumping as of April 1, 2018, for the 2017 Irrigation Year reported was 237,039 acre-feet. Based on projected Subdistrict #1 operations, weather predictions and antecedent conditions, it is anticipated that 2018 well pumping will increase to 260,000 acre-feet.

As during 2017, it is projected that the vast majority of metered well pumping in 2018 will be used for irrigation through center pivot sprinklers. Only a small percentage of well pumping if any will be applied to flood irrigation.

2.3 PROJECTED ANNUAL RECHARGE CREDIT

Recharge credit is available to four canals/ditches that divert from the Rio Grande into Subdistrict #1 in accordance with their respective decrees. This recharge credit is used as an offset to groundwater consumption in accordance with the respective decrees and the method used to calculate depletions. The canals/ditches and their decrees are listed in the following tabulation:

<u>Canal/Ditch</u>	<u>Decree</u>
Rio Grande Canal	Case No. W-3979
San Luis Valley Irrigation District	Case No. W-3980
Prairie Ditch	Case No. 96CW45
San Luis Valley Canal	Case No. 96CW46

To prepare a projection of credits, a review of historical river flow records and corresponding annual recharge credit quantities was conducted to find similar river flow conditions that permit estimates of recharge credit that will be available during 2018. The review indicated that canal/ditch diversions varied in relation to river flows, but the relationships were also influenced by the timing and amplitude of the peak snow melt flows, temperatures and precipitation during the irrigation season and where the water right priorities of the canals/ditches fell within the river flow.

To provide a reasonable method for predicting probable recharge credit quantities for 2018, trend lines were developed for each canal/ditch by plotting historical annual river flows and corresponding recharge credits. As a general pattern, it has been observed that river peak flows in the spring occur earlier in recent years, particularly since the severe drought in 2002. Therefore, to reflect recent river flow trends that are likely to continue into 2018, the period 2002 through 2017 is used. The mathematical process used to develop the trend lines is a statistical method called regression analysis. Regression trend lines were developed for each of the four canals/ditches and resulting equations describing the trend lines are included in Appendix D. The best fit trend line equation for all canals except the San Luis Valley Canal was a power equation. For San Luis Valley Canal, a linear equation was the best fit.

The projected recharge credit for each canal is adjusted through the following steps resulting in total consumable credit:

Information used in calculating total consumable credit for each canal/ditch was prepared using the entire irrigated service areas of each canal/ditch. Then, the totals were reduced based on the best estimated percentages of total pro rata ditch shares located within the Subdistrict # 1 boundary provided by each ditch company. The following percentages were used:

Rio Grande Canal = 91.68%
San Luis Valley Irrigation District = 100%
Prairie Ditch = 99.20%
San Luis Valley Canal = 78.82%

Further, it was necessary to reduce the totals by the consumptive use attributable to surface water used directly through sprinklers and for flood irrigation, projecting that 2018 water usage will be similar to that measured for 2017. The following information obtained from irrigators during 2017 was used as estimates of surface water use:

- 1) Rio Grande Canal: Surface water through sprinklers = 6,788.92 ac-ft. and surface water applied to flood irrigation = 121.70 ac-ft.
- 2) San Luis Valley Irrigation District: Surface water through sprinklers = 205.79 ac-ft. and surface water applied to flood irrigation = 0 ac-ft.
- 3) Prairie Ditch: Surface water through sprinklers = 446.62 ac-ft. and surface water applied to flood irrigation = 0.0 ac-ft.
- 4) San Luis Valley Canal: Surface water through sprinklers = 564.18 ac-ft. and surface water applied to flood irrigation = 0 ac-ft.

Using the Total Consumable water derived from each of the canals/ditches in accordance with the procedure described in the Court’s ruling in Case Numbers 06CV64 & 07CW52, and reducing those totals using the above information and the approved estimated consumption for sprinkler (83%) and flood irrigation (60%), the following tabulation in Table 2.2 shows the resulting projected total individual canal/ditch consumable credits and the total for all of the systems.

Table 2.2
Calculated Projected Recharge Decree Credits for Subdistrict #1 During 2018
(Units of acre feet)

	Rio Grande Canal	San Luis Valley I.D.	Prairie Ditch	SLV Canal	Totals
Total Consumable	49,075.25	3,959.37	4,394.73	3,788.90	61,218.25
% Within Subdistrict #1	91.68%	100%	99.20%	78.82%	
Total Consumable Within Subdistrict #1	44,992.19	3,959.37	4,359.57	2,986.41	56,297.54
Surface Water Through Sprinklers @83%	-5,634.80	-170.81	-370.70	-468.27	-6,644.58
Surface Water Used for Flood @60%	-73.02	0	0	0	-73.02
Totals	39,284.38	3,788.55	3,988.87	2,518.14	49,579.94

Therefore, the calculated consumable credit under the four recharge decrees for 2018 is 49,579.94 ac-ft.

2.4 CLASSIFICATION AS “WET,” “AVERAGE,” OR “DRY” YEAR

Response Functions generated from the RGDSS Groundwater Model Phase 6P98 were used in determining stream depletions as described in this section based on three types of weather conditions during the ARP year. These conditions are “Wet,” “Average,” or “Dry.” A year is classified as being “Wet,” “Average,” or “Dry” based on the amount of Net Groundwater Consumptive Use for Subdistrict wells using the following criteria⁽¹⁾:

Table 2.3
Definition of “Wet,” “Average” or “Dry” Year

Year Type	Net Groundwater Consumptive Use (ac-ft./yr)
Wet	Less than 10,000
Average	Between 10,000 and 180,000
Dry	Greater than 180,000

⁽¹⁾ Reference: Updated information obtained March 20, 2012 from James R. Heath, P.E., Division of Water Resources Lead Modeler.

The projected Net Groundwater Consumptive Use for the 2018 Plan Year is 166,443 acre-feet as shown in Table 2.4. Referencing the ranges in Table 2.3, the 2018 Plan Year is classified as “Average”.

2.5 PROJECTED 2018 STREAM DEPLETIONS

As anticipated by the Division 3 Water Court, since the Court entered the Decree, the RGDSS Groundwater Model Peer Review Team (RGDSS Model PRT) has continued to enhance the RGDSS Groundwater Model (RGDSS Model). RGDSS Phase 6P98 provides a higher level of confidence in the predictions of depletions caused by Subdistrict Well groundwater pumping, in time, location and amount, than the previous version that was used to develop the Response Function approved by the Water Division 3 Court. Subdistrict # 1, in consultation with the RGDSS Model PRT, determined that the improved predictive ability of RGDSS Model Phase 6P98 warranted the development of an improved Response Function. The 6P98 Response Function was generated by the same technique the Division 3 Water Court approved for previous Response Functions. The RGDSS Model PRT and the Subdistrict #1 engineering consultant approved the development, use and results of this calibrated Response Function.

As in 2017, Subdistrict #1 staff was instructed by the State Engineer's Office to utilize the response functions developed under RGDSS Groundwater Model Phase 6P98 for predicting injurious depletions to the Rio Grande during the 2018 Plan Year. Stream depletions attributable to the groundwater pumping through Subdistrict Wells were calculated within this Plan using the Response Function spreadsheet produced by the RGDSS Groundwater Model Phase 6P98 as operated by DWR.

The first step in calculating depletions using the Response Function spreadsheet is updating Table 2.4 to derive the annual Net Groundwater Consumptive Use. For reference, actual values are entered for years 2011 - 2017. Projected values are utilized for 2018. Notes at the bottom of the table provide a description of the calculations within this table. Values in columns 5 through 9 of Table 2.4 for year 2018 are obtained from Table 2.2. Following determination of the net groundwater consumption data for 2018, the data was applied to the Response Function spreadsheet contained in Table 2.5 to calculate projected stream depletions for the 2018 Plan Year and into the future.

Table 2.4
Estimated Net Groundwater Consumptive Use
 (Units in acre-feet)

Year	Subdistrict #1 Total				Recharge that Offsets Groundwater Pumping					Net Groundwater Consumptive Use
	Irrigation Pumping to Center Pivots	Irrigation Pumping to Flood Irrigation	Other Pumping	Groundwater Consumption	Rio Grande Canal	San Luis Valley Irrigation District	Prairie Ditch	San Luis Valley Canal	Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
2011	326,334	0	0	270,857	83,801	9,981	8,325	8,204	110,310	160,547
2012	259,755	0	0	215,597	54,870	6,748	4,795	3,620	70,034	145,563
2013	229,114	0	0	190,164	84,919	5,477	4,227	4,782	99,404	90,760
2014	237,438	0	0	197,074	110,566	28,596	14,133	12,777	166,072	31,001
2015	205,235	0	0	170,345	122,980	34,685	15,139	15,608	188,412	-18,067
2016	235,562	0	0	195,517	125,562	32,064	12,873	14,396	184,894	10,623
2017	237,039	0	0	196,742	138,112	31,813	15,292	16,043	201,260	-4,518
2018	260,000	0	0	215,800	39,284	3,789	3,989	2,518	49,580	166,220
Avg.	248,810	0	0	206,512	95,012	19,144	9,847	9,744	133,746	72,766

Explanation of Columns

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

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

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

As noted in Table 2.5, the Net Groundwater Consumptive Use derived in Table 2.4 is input into Column 3 in the row for 2018. The projected annual stream depletions resulting from Subdistrict #1 well pumping for the respective reaches of the Rio Grande and the total are shown in Columns 4 through 7.

Table 2.5
Estimated Historical and Projected Net Stream Depletions from
Groundwater Pumping in Subdistrict #1
 (Units in acre-feet)

Year	Rio Grande near Del Norte Stream Gage (Apr-Sep)	Net Groundwater Consumptive Use (Jan-Dec)	Annual Net Stream Depletions (May-Apr) ^{a)}			
			Rio Grande Del Norte- Excelsior	Rio Grande Excelsior- Chicago	Rio Grande Chicago-State Line	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1970	561,150	101,275	225	341	-116	450
1971	389,397	135,541	420	714	-169	965
1972	373,031	169,393	619	1,069	-223	1,465
1973	755,509	38,851	479	878	-91	1,266
1974	270,942	220,567	2,366	1,325	-285	3,406
1975	730,848	23,753	2,294	1,028	-137	3,185
1976	512,997	65,760	2,016	938	-164	2,790
1977	163,635	240,127	3,825	1,513	-347	4,991
1978	340,660	155,492	3,828	1,627	-328	5,127
1979	886,617	11,835	3,093	1,222	-153	4,162
1980	672,668	63,873	2,726	1,100	-189	3,637
1981	310,945	170,010	2,681	1,423	-300	3,804
1982	572,474	36,314	2,286	1,211	-156	3,341
1983	578,510	32,273	2,031	994	-138	2,887
1984	652,637	40,219	1,869	902	-137	2,634
1985	864,564	2,568	1,648	717	-87	2,278
1986	865,371	-37,341	-90	669	16	595
1987	907,650	109,992	43	858	-115	786
1988	346,087	177,158	593	1,246	-226	1,613
1989	407,389	169,478	883	1,485	-243	2,125
1990	424,033	88,971	886	1,371	-166	2,091
1991	529,567	46,509	826	1,117	-117	1,826
1992	415,482	67,128	861	1,040	-136	1,765
1993	577,831	-21,380	-193	847	-6	648
1994	444,629	100,660	-115	924	-117	692
1995	734,492	-68,610	-2,899	893	140	-1,866
1996	313,441	205,238	-960	1,265	-111	194
1997	781,596	-1,949	-462	906	9	453
1998	466,821	112,457	-70	1,003	-122	811
1999	799,489	-50,972	-2,204	916	110	-1,178
2000	312,094	213,180	-208	1,325	-142	975
2001	655,233	65,822	415	1,184	-91	1,508
2002	96,717	322,490	3,276	1,932	-378	4,830
2003	261,300	234,308	5,234	2,191	-388	7,037
2004	431,675	126,966	4,837	1,967	-322	6,482
2005	682,540	70,356	4,059	1,661	-234	5,486

2006	411,656	119,657	3,660	1,626	-273	5,013
2007	593,239	23,116	3,064	1,311	-155	4,220
2008	623,333	49,201	2,700	1,148	-166	3,682
2009	513,058	-4,448	2,119	911	-90	2,940
2010	453,063	76,286	2,013	968	-166	2,815
2011	415,182	160,547	2,114	1,312	-265	3,161
2012	328,382	145,563	2,098	1,502	-260	3,340
2013	344,435	90,760	1,978	1,399	-204	3,173
2014	518,599	31,001	1,788	1,127	-133	2,782
2015	555,700	-18,067	895	890	-47	1,738
2016	565,800	10,623	679	711	-50	1,340
2017	573,900	-4,518	551	558	-32	1,077
2018	217,000	166,220	951	1,001	-223	1,729
2019			849	759	-57	1,551
2020			671	502	-45	1,128
2021			565	377	-36	906
2022			326	296	-25	597
2023			191	237	-18	410
2024			169	197	-15	351
2025			149	165	-12	302
2026			126	139	-10	255
2027			116	108	-8	216
2028			107	76	-7	176
2029			104	52	-6	150
2030			76	38	-4	110
2031			39	31	-2	68
2032			10	27	-1	36
2033			-5	24	0	19
2034			4	13	0	17
2035			34	0	-1	33
2036			33	0	-1	32
2037			27	0	0	27
2038			0	0	0	0
2039			0	0	0	0
2040			0	0	0	0
Avg 2001- 2018	457,823	92,549	2,357	1,300	-193	3,464
Avg 2001- 2010	472,181	108,375	3,138	1,490	-226	4,401
Post Plan Depletion			3,591	3,041	-248	6,384

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

Explanation of Columns

- (1) Year
- (2) Rio Grande near Del Norte Gage streamflow in acre-feet for the NRCS streamflow forecast period of April through September. The streamflow value for 2018 is from the April 1, 2018 Rio Grande Compact Ten Day Report.
- (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 2016 were calculated using well meter data, diversion data, and irrigated acreage information. NetGWCU data for 2017 was estimated from 2016 well meter data and projected diversions based on the projected Rio Grande streamflow from the April 9, 2018 Rio Grande Compact Ten Day Report.

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

Table 2.6 is an output from the Response Function spreadsheet that provides the annual total depletions into monthly replacement obligations for the three impacted reaches of the Rio Grande. This table lists the 2018 Plan Year stream depletions as required under the Decree.

Table 2.6
Subdistrict #1 Monthly Net Stream Depletions for Plan Year
 (Units in acre-feet)

Stream Reach	Subdistrict #1 Total												Total
	2018								2019				
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Rio Grande Del Norte-Excelsior	51	71	94	99	91	86	79	77	78	70	72	83	951
Rio Grande Excelsior-Chicago	57	42	34	35	41	66	122	125	124	117	132	106	1,001
Rio Grande Chicago-State Line	-4	-42	-28	-40	-19	-34	-3	6	-4	-11	-16	-28	-223
Total	104	71	100	94	113	118	198	208	198	176	188	161	1,729

Explanation of Columns

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

As indicated in lower right hand corner of Table 2.6, the estimated total net depletions that will impact the Rio Grande during the Plan Year due to both past pumping and the projected 2018 pumping using the 6P98 Response Function is 1,729 acre-feet. The locations of the net depletions and monthly quantities are tabulated in Table 2.6.

According to the RGDSS Groundwater Model, if Subdistrict #1 wells 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 well pumping started. The volume of water required to replace depletions during this recovery period is called post-plan stream depletions. Based on predictions from the RGDSS Model 6P98 Response Functions, Table 2.7 illustrates that there would be no total post-plan net stream depletion anticipated at this time, rather a total post-plan net return. The portions of the total depletions impacting the three designated reaches of the river are also included in the table.

Table 2.7
Subdistrict #1 Post Plan Net Stream Depletions
 (Units in acre-feet)

Years (May-Apr)	Rio Grande Del Norte- Excelsior	Rio Grande Excelsior- Chicago	Rio Grande Chicago- State Line	Total
2019-2038	3,591	3,041	-248	6,384

Past SEO Expectation Letters may be read to anticipate remedies at this time sufficient to also cover total post-plan stream depletions caused by groundwater pumping that deplete the streams after this Plan Year. As described in Table 4.1, the Board of Managers of Subdistrict #1 has acquired multiple years’ worth of depletion replacement water that is currently in storage and available for release well over the amount needed to cover the current total post-plan stream depletions to the Rio Grande. The Board will continue to work diligently towards obtaining permanent and/or renewable supplies to remedy future depletions caused by present or future groundwater pumping by Subdistrict Wells.

6P98 Response Functions provided by the SEO and utilized in the 2018 ARP demonstrate that post plan impacts of past and present groundwater pumping by Subdistrict Wells will fluctuate depending on climatic conditions effecting river flows on the Rio Grande and unconfined aquifer recovery within the closed basin area. Subdistrict #1 does not believe that a financial guarantee agreement provided by the Rio Grande Water Conservation District is necessary to assure that all post-plan depletions will be remedied if Subdistrict #1 were to fail or otherwise be unable to replace injurious post-plan depletions. Subdistrict #1 will continue to review the necessity to acquire replacement water for replacing existing water supplies released for the prior year’s depletions to the Rio Grande and also for post-plan depletions as the RGDSS Groundwater Model deems necessary. As specified in this plan, 7 ditches within Stream Reaches #1 and #2 on the Rio Grande have entered into forbearance agreements with Subdistrict #1 to remedy depletions during the 2018 Plan Year, if needed. Some of these same ditches have been approached to consider permanent forbearance agreements for the future.

If Subdistrict #1 were to fail, the individual well owners of the former Subdistrict #1 would have to obtain plans for augmentation or take other measures to comply with future rules and regulations governing existing groundwater withdrawals. Presumably, those plans would be required to replace these post plan depletions into the future. In the interim, Subdistrict #1 would provide water to remedy injurious post-plan depletions.

3.0 FARM UNIT DATA

Information collected for Subdistrict #1 Farm Units included identification of the wells and surface rights allocated to the irrigated fields on the lands comprising of each farm unit. A summary of the ditches and pro rata shares of surface water allocated to fields in the 2017 Farm Units is included in Appendix E. This represents the “surface water source” for Subdistrict #1.

The groundwater source is represented by the database of Subdistrict Wells described in Section 1.0 above and found in Appendix A. The groundwater amount or the diversions (in acre-feet) for each well during the 2018 irrigation year are included for each WDID in that Appendix.

Each irrigation season, the RGWCD conducts a field survey of the irrigated acreage on the Valley floor to record crop types grown. Table 3.1 is the summary of “irrigated acres, cropping patterns and irrigation methods” on parcels that are part of the 2017 Subdistrict Farm Units. The data was derived from the irrigated agriculture field survey by spatially “capturing” any fields that lie within any of the landowner parcels that are part of the Farm Units. The crop information and acreage from the irrigated agriculture shapefile attribute tables was compiled and is shown in Table 3.1.

**Table 3.1
Cropping Patterns within Subdistrict #1 for 2017**

Crop Type	Total Acres	Sprinkler	LEPA	Flood
Alfalfa	31,008	30,672	31	305
Canola	2,129	2,129	0	0
Carrots	1,173	1,173	0	0
Corn	105	105	0	0
Fallowed	4,623	4,623	0	0
Grain	48,273	48,214	60	0
Grass hay/pasture	1,890	1,158	0	733
Green manure	7,714	7,595	119	0
Lettuce	907	907	0	0
Oats	2,074	2,057	0	16
Pasture	1,114	499	0	615
Potatoes	48,742	48,730	0	12
Sudan grass hay	5,343	5,343	0	0
Triticale	531	531	0	0
Vegetables	1,340	1,340	0	0
CREP	6,452	6,452	0	0
Quinoa	613	613	0	0
Totals	164,030	162,140	209	1,681

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

3.1 TOTAL IRRIGATED ACRES

Subdistrict #1 wells irrigated approximately 164,030.0 acres in 2017. See Table 3.1

3.2 TOTAL DIVERSIONS BY DITCH

Table 3.2 shows the ditch service areas that have diversions in Subdistrict #1. The diversions shown are total irrigation water for the ditch for the 2017 irrigation year, but only a portion is delivered within Subdistrict #1.

Table 3.2
Ditch Service Areas with Diversions in Subdistrict #1
Total Ditch Diversions 2017 Irrigation Year

WDID	Ditch Name	Diversions in Acre-Feet	Irrigation Year
2000546	Billings Ditch	5,710.00	2017
2000556	Butler Ditch	2,090.78	2017
2000627	Excelsior Ditch	22,982.10	2017
2000631	Farmers Union Canal	46,690.00	2017
2000699	Kane Callan Ditch	2,692.40	2017
2000736	McDonald Ditch	6,153.60	2017
2000798	Prairie Ditch	21,422.00	2017
2000812	Rio Grande Canal	185,058.00	2017
2000814	Rio Grande Ditch #2	1,559.21	2017
2000829	San Luis Valley Canal	24,811.00	2017
2700518	Green D #1	1,958.81	2017
2700523	Johnnie Smith D 1	1,105.80	2017
2700533	McLeod No 3	47.56	2017
2700714	McLeod No 4 & 5	814.35	2017

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

3.3 DITCHES AND PRO RATA SHARES

The known pro-rata surface water allocated to Subdistrict #1 farm units is shown in Appendix E.

3.4 SURFACE WATER CREDIT

The amount of Surface Water Credit (SWC) exchanged between farm units for the 2017 fees was 18,360.86 acre-feet.

The surface water exchanged for 2018 is not available until May and is not included in this report.

4.0 AMOUNTS AND SOURCES OF REPLACEMENT WATER FOR 2018 PLAN YEAR

Table 4.1 shows the amounts and sources of replacement water carried over from the 2017 Plan Year and sources that have been acquired by Subdistrict #1 since the summer of 2012 that will be available to replace injurious depletions as directed by the Division Engineer of Water Division No. 3. Sections 4.1 through 4.12 further explain the water quantities and sources.

**Table 4.1
Amounts and Sources of Replacement Water Acquired by Subdistrict #1**

Water Right(s) Name	Quantity (Acre Feet)	Estimated Usable Water After Transportation Losses @ 10%	Water Previously Controlled by:	Decree(s)	Current Location
Williams Creek Squaw Pass TM	1,151.65	1,036.49	Navajo Development	CA73, CA308, W-1869-78	Rio Grande Reservoir
Williams Creek Squaw Pass TM	56.49	50.84	San Luis Valley Irrigation District	CA73, CA308, W-1869-78	Rio Grande Reservoir
Tabor Ditch No. 2, Tabor Ditch No. 2 Enlargement TM	5.2	4.68	Colorado Parks and Wildlife	W-3549	Rio Grande Reservoir
Piedra River TM, Piedra Water Rights	500.0	450.0	Colorado Parks and Wildlife	W-3549	Rio Grande Reservoir
Pine River Weminuche Pass TM	1,000.0	900.0	SLV Water Conservancy District	CA 1248-B, 84CW62, 94CW62	Rio Grande Reservoir
Treasure Pass Trans- basin Diversion	730.76	657.68	Evelyn Underwood and Patti Cook	CA 0308	Rio Grande Reservoir
Treasure Pass Trans- basin Diversion	100.0	90.0	Sid Klecker	CA 0308	Rio Grande Reservoir
SMRC 2015 Leases of 3095.8 shares in RG Canal @ 1.86 af/share	5,568.2*	5,011.38	Santa Maria Reservoir Co		Santa Maria & Continental Reservoirs
SMRC 2016 Leases of 1645 shares in RG Canal @ 0.968 af/share	1,556.2*	1,400.58	Santa Maria Reservoir Co		Santa Maria & Continental Reservoirs
SMRC 2017 Leases of 835 shares in RG Canal @ 1.084 af/share	875.27*	787.74	Santa Maria Reservoir Co		Santa Maria & Continental Reservoirs
SMRC 2018 Leases of 180 Shares in RG Canal @ 0.618 af/share	107.57*	96.81	Santa Maria Reservoir Co		Santa Maria & Continental Reservoirs
Rio Grande Canal Forbearance	2,000	2,000			
Farmers Union Canal Forbearance	1,000.0	1,000.0			

San Luis Valley Canal Forbearance	200.0	200.0			
Monte Vista Canal Forbearance	300.0	300.0			
Empire Canal Forbearance	500.0	500.0			
Centennial Ditch Company	100.0	100.0			
Excelsior Ditch Company	1,000.0	1,000.0			
Rio Grande Lariat Ditch Company	300.0	300.0			
Closed Basin Project Allocation as of March 1, 2018	1,000	1,000.0	RGWCD		Closed Basin Project
Total Water Available	18,051.34	16,886.20			

* Total lease volume minus accretions (3.3%)

4.1 WILLIAMS CREEK SQUAW PASS TRANSBASIN DIVERSION CURRENTLY HELD IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 1,151.65 ACRE- FEET

This trans basin water was stored under the decree held by Navajo Development Company in Rio Grande Reservoir. This water was originally decreed by the Archuleta County District Court as part of Case No. 73 and 308, Adjudication Water District No. 29, San Juan River (April 19, 1962). This water is now decreed for municipal (including commercial, industrial, domestic and sewage treatment), recreation and the replacement under a decreed plan for augmentation of stream depletions caused by well pumping for these uses. *See*, In the Matter of the Application for the Water Rights of Navajo Development Co., Inc., Water Court, Water Division No. 7, Case No. W-1869-78 (February 28, 1979). Subdistrict #1 controls 1,151.65 acre-feet of this Squaw Pass trans basin water. Subdistrict #1 purchased the right to use the first 1,000 acre-feet of water from Navajo Development Co., owned by John H. Parker II in early March 2012. This water was carried over into 2013. A pool of 300 acre-feet was purchased in August, 2012, 350 acre-feet in July 2013, 481.31 acre-feet in December 2014, and 453.5 acre feet in December 2015 all from the same owner. See Appendix F for documentation of purchase. An application for a SWSP is pending/has been approved by the State Engineer for the additional uses of augmentation and recharge for this water. Based upon the standard loss factors used within Water Division 3 for releases from Rio Grande Reservoir, the water available to Subdistrict #1 at Del Norte to replace depletions would be $0.9 \times 1,151.65$ acre feet = **1,036.49** acre-feet. The portion of this water carried forward from the last five years will be released in April 2018 under the 2017 ARP.

4.2 WILLIAMS CREEK SQUAW PASS TRANSBASIN DIVERSION STORED IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 56.49 ACRE- FEET

This 56.49 acre-feet of trans basin water is held by San Luis Valley Irrigation District in Rio Grande Reservoir. This water, like that listed in section 4.1, was originally decreed by the Archuleta County District Court as part of Case No. 73 and 308, Adjudication Water District # 29, San Juan River (April 19, 1962). Subdistrict #1 purchased the right to use this water from the San Luis Valley Irrigation District in February 2014. See Appendix F for documentation of purchase. An application for a Substitute Water Supply Plan is pending/has been approved by the State Engineer for the additional uses of augmentation and recharge for this water. Based upon the standard loss factors used within Water Division 3 for releases from Rio Grande Reservoir, the water available to Subdistrict #1 at Del Norte to replace depletions would be $0.9 \times 56.49 = 50.84$ acre-feet.

4.3 PINE RIVER WEMINUCHE PASS DITCH TRANS-BASIN DIVERSION HELD IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 1,000 ACRE-FEET

This trans basin water was owned and controlled by the San Luis Valley Water Conservancy District and is currently held in Rio Grande Reservoir. This water was decreed by the District Court in and for La Plata County in the Matter of the Supplemental Adjudication of Priorities of Water Rights to the Use of Water in Water District 31, Pine River and its Tributaries in Colorado, Case No. CA1248-B (March 7, 1966); subsequent decrees include 1984CW16 and 1994CW62. Subdistrict #1 purchased the right to use 500.0 acre-feet of this water in April 2014 and another 500.0 acre-feet in April 2015 from the San Luis Valley Water Conservancy District. See Appendix F for documentation of purchase. An Application for a Substitute Water Supply Plan is pending/has been approved by the State Engineer for the additional uses of augmentation and recharge for this water. Based upon the standard loss factors used within Water Division 3 for releases from Rio Grande Reservoir, the water available to Subdistrict #1 at Del Norte to replace depletions would be $0.9 \times 1000 = 900.0$ acre-feet.

4.4 TABOR DITCH NO. 2 TRANSBASIN DIVERSION HELD IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 5.2 ACRE-FEET

This trans basin water is stored under decrees held by the Colorado Parks and Wildlife (CPW) in Rio Grande Reservoir. The Tabor Ditch No. 2 and the Tabor Ditch No. 2 Enlargement, decreed by the District Court, in and for Montrose County in the Matter of the Adjudication of Priorities for Water Rights in Water District No. 62, in the State of Colorado, Case No. CA6981 (March 30, 1960). Such water rights were subsequently changed through a decree entered on December 29, 1979, in Case No. W-3549 in the District Court for Hinsdale County. Subdistrict #1 leased the right to use 250.0 acre-feet of this water held in Rio Grande Reservoir and 22.5 acre-feet held in Beaver Park Reservoir by CPW in May 2013. See Appendix F for documentation of purchase. The 22.5 acre-feet of water in Beaver Park Reservoir was exchanged up to the Rio Grande Reservoir during the summer months of 2014 while the reservoir was drained on account of CPW's dam reconstruction project commencing May of 2014. An application for a Substitute Water Supply Plan is pending/has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. Based upon the standard loss factors used within Water Division 3 for releases from Rio Grande Reservoir, the water available to Subdistrict #1 at Del Norte to replace depletions would be $0.9 \times 5.2 = 4.68$ acre-feet.

4.5 TREASURE PASS DIVERSION DITCH AND FEEDER LATERALS DIRECT FLOW WATER STORED IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 730.76 ACRE-FEET

This trans basin water originates in Water Division No. 7 and is currently used in Water Division No. 3. The Treasure Pass Ditch water rights were originally decreed on April 19, 1962, in Case No. CA-0308 in the District Court for Hinsdale County for the irrigation of lands in the San Luis Valley, Colorado, and is currently assigned Administrative No. 28645.26510, Priority No. 284. Under the previously approved SWSP, the amount of water was measured and recorded as the water brought from the Colorado River Basin into the Rio Grande Basin. When the water reached the confluence with the Rio Grande, the water was exchanged into and stored in Rio Grande Reservoir, less appropriate transit losses. This diversion and exchange operated for 2013, 2014, and 2015 until December 31, 2015, and all water stored under the exchange for all years remain as property and under the control of Subdistrict #1. See Appendix F for documentation of purchase. This water will be subsequently released to replace injurious depletions under the direction of the Division Engineer for Water Division No. 3 to meet the requirements of the Subdistrict's Annual Replacement Plan. An application for a Substitute Water Supply Plan is pending/has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. Based upon the standard loss factors used within Water Division 3 for releases from Rio Grande Reservoir, the water available to Subdistrict #1 at Del Norte to replace depletions would be $0.9 \times 730.76 = 657.68$ acre-feet.

4.6 TREASURE PASS DIVERSION DITCH AND FEEDER LATERALS DIRECT FLOW WATER STORED IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 100.0 ACRE-FEET

This fully consumable water was purchased from the Klecker Ranch owned by Sid and Jan Klecker in March of 2014 and is currently held in Rio Grande Reservoir. See Appendix F for documentation of purchase. Sid Klecker had stored this water in Rio Grande Reservoir in years past. This trans basin water originates in Water Division No. 7 and is currently used in Water Division No. 3. The Treasure Pass Ditch water rights were originally decreed on April 19, 1962 in Case No. CA-0308 in the District Court for Hinsdale County for the irrigation of lands in the San Luis Valley, Colorado and is currently assigned Administrative No. 28645.26510, priority No. 284. When the water reached the confluence with the Rio Grande, the water was exchanged into and stored in Rio Grande Reservoir, less appropriate transit losses. This water will be subsequently released to replace injurious depletions under the direction of the Division Engineer for Water Division No. 3 to meet the requirements of the Subdistrict's Annual Replacement Plan. An application for a Substitute Water Supply Plan is pending/has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. Based upon the standard loss factors used within Water Division 3 for releases from Rio Grande Reservoir, the water available to Subdistrict #1 at Del Norte to replace depletions would be $0.9 \times 100.0 = 90.0$ acre-feet.

4.7 PIEDRA WATER RIGHTS STORED IN RIO GRANDE RESERVOIR IN THE AMOUNT OF 500 ACRE-FEET

This trans basin water is stored under decrees held by CPW in Rio Grande Reservoir. It originates in Water Division No. 7 and is decreed to the South River Peak Ditch, the South River Peak Ditch Enlargement, the Don La Font Ditch No. 1, the Don La Font Ditch No. 2 and the Don La Font Ditch No. 2 Enlargement (collectively “Piedra Water Rights”). The Piedra Water Rights originate in Water Division No. 7 and are used in Water Division No. 3. The Piedra Water Rights were decreed on December 19, 1968 in Case No. 73-308D in the District Court for Archuleta County for irrigation use. This water was leased from CPW in June of 2014. See Appendix F for documentation of purchase. This water will be subsequently released to replace injurious depletions under the direction of the Division Engineer for Water Division No. 3 to meet the requirements of the Subdistrict’s Annual Replacement Plan. An application for a Substitute Water Supply Plan is pending/has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. Based upon the standard loss factors used within Water Division 3 for releases from Rio Grande Reservoir, the water available to Subdistrict #1 at Del Norte to replace depletions would be $0.9 \times 500.0 = 450.0$ acre-feet.

4.8 SANTA MARIA RESERVOIR COMPANY SHARES

There is a remaining balance of 16,582 acre-feet of fully consumable water from the original 18,159.14 acre-feet of Santa Maria Reservoir Company water leased by Subdistrict #1. This water is in storage in Santa Maria and Continental Reservoirs and was accumulated from 2011 through 2017 storage seasons. The remaining balance of accretion replacement water in storage from the shares representing the Rio Grande Canal portion of Santa Maria Reservoir Company for the 2017 shares is 7.5 acre-feet.

The Subdistrict proposes to make available for use in its 2018 Annual Replacement Plan the consumable water remaining in storage regarding the 2015 and 2016 leases on November 1, 2016 (2016 carry over) plus the consumable water derived from leases of SMRC shares in 2018.

Currently, the Subdistrict holds leases for 180 SMRC shares in 2018. The allocation per share set February 20, 2018 by the SMRC Superintendent is 0.618 acre-foot per share. The leased volume totals 111.24 acre-feet and the accretion replacement obligation would be 3.67 acre-feet ($111.24 \text{ acre-feet} \times 3.3\% = 3.67 \text{ acre-feet}$). The fully consumable portion of the leased water supplies would be 107.57 acre-feet ($111.24 \text{ acre foot} - 3.67 \text{ acre foot} = 107.57 \text{ acre foot}$) for the 2018 leases.

The additional fully consumable water supply from the 2018 leases combined with the carryover water supplies derived from the 2015-18 leases total 16,852 acre-feet. The Santa Maria fully consumable water delivered to Del Norte available to replace depletions would be $0.9 \times 16,852 \text{ acre feet} = 15,166.8 \text{ acre-feet}$. A SWSP has been filed and is pending/approved to enable use of this water during the 2018 Plan Year.

The Santa Maria Reservoir Company filed an application with the Division 3 Water Court, Case No. 13CW3002, to add augmentation and recharge as additional uses under their current decrees. In March of 2014, the Santa Maria Reservoir Company filed an application for a Substitute Water Supply Plan pursuant to section 37-92-908(4), C.R.S. for the temporary use of this water for augmentation and recharge and it was approved by the State Engineer's Office in April 2014. Subdistrict #1 was then given approval by the State Engineer to use this water as a replacement water source to replace depletion obligations beginning the 2014 Plan Year.

The Santa Maria Reservoir Company filed another application for a SWSP pursuant to section 37-92-908(4) in February of 2018 for the temporary use of this water for augmentation and recharge. Subdistrict #1 acknowledges that this water may not be used under this plan until either the application for a SWSP is approved by the State Engineer for the Plan Year or the Water Court for Water Division No. 3 approves the request to add additional uses and enters an amended decree. However, as shown above, the Santa Maria shares are not strictly necessary for this Plan Year to assure replacement of injurious depletions, although they might provide additional administrative options in making those replacements. Santa Maria Reservoir shares not used in the current Plan Year can be carried forward and will be available to Subdistrict #1 for future ARP's.

4.9 FORBEARANCE AGREEMENTS

The following summary of forbearance agreements will or will not be operated at the discretion of the Subdistrict.

4.9.1 FORBEARANCE-SAN LUIS VALLEY IRRIGATION DISTRICT

A forbearance agreement has been reached with the San Luis Valley Irrigation District: Farmers Union Canal, a copy of which is included in Appendix H. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S. Subdistrict #1 has reached agreement with the San Luis Valley Irrigation District whereby the Farmers Union Canal accepts that, subject to the specific provisions of the forbearance agreement, injury to its water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the Farmers Union Canal is the calling right on the Rio Grande. Based upon climate projections and historical diversion patterns in the 2018 ARP, this agreement with the Farmers Union Canal was predicted to result in a reduction of 50-100.0 acre-feet to the amount of water Subdistrict #1 would otherwise have to supply to the Rio Grande-Del Norte to Excelsior Ditch Head gate reach.

4.9.2 FORBEARANCE-SAN LUIS VALLEY CANAL COMPANY

A forbearance agreement has been reached with the San Luis Valley Canal Company, a copy of which is included in Appendix H. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S. Subdistrict #1 has reached agreement with the San Luis Valley Canal Company whereby the San Luis Valley Canal accepts that, subject to the specific provisions of the forbearance agreement, injury to its water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions when the San Luis Valley Canal is the calling right on the Rio Grande. Based upon climate projections and historical

diversion patterns in the 2018 ARP, this agreement with the San Luis Valley Canal was predicted to result in a reduction of 50-100.0 acre-feet to the amount of water Subdistrict #1 would otherwise have to supply to the Rio Grande-Del Norte to Excelsior Ditch Head gate reach.

4.9.3 FORBEARANCE-MONTE VISTA WATER USERS ASSOCIATION

A forbearance agreement has been reached with the Monte Vista Water Users Association, a copy of which is included in Appendix H. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S. Subdistrict #1 has reached agreement with the Monte Vista Water Users Association whereby the Monte Vista Canal accepts that, subject to the specific provisions of the forbearance agreement, injury to its water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the Monte Vista Canal is the calling right on the Rio Grande. Based upon climate projections and historical diversion patterns in the 2018 ARP, this agreement with the Monte Vista Canal was predicted to result in a reduction of 100-200.0 acre-feet to the amount of water Subdistrict #1 would otherwise have to supply to the Rio Grande-Del Norte to Excelsior Ditch Head gate reach.

4.9.4 FORBEARANCE-COMMONWEALTH IRRIGATION COMPANY- EMPIRE CANAL

A forbearance agreement has been reached with the Commonwealth Irrigation Company: Empire Canal, a copy of which is included in Appendix H. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S. Subdistrict #1 has reached agreement with the Commonwealth Irrigation Company whereby the Empire Canal accepts that, subject to the specific provisions of the forbearance agreement, injury to its water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the Empire Canal is the calling right on the Rio Grande. Based upon climate projections and historical diversion patterns in the 2018 ARP, this agreement with the Empire Canal was predicted to result in a reduction of 200-300.0 acre-feet to the amount of water Subdistrict #1 would otherwise have to supply to the Rio Grande-Del Norte to Excelsior Ditch Headgate reach.

4.9.5 FORBEARANCE-EXCELSIOR DITCH COMPANY

A forbearance agreement has been reached with the Excelsior Ditch Company, a copy of which is included in Appendix H. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S. Subdistrict #1 has reached agreement with the Excelsior Ditch Company whereby the Excelsior Ditch accepts that, subject to the specific provisions of the forbearance agreement, injury to its water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the Excelsior Ditch is the calling right on the Rio Grande. Based upon climate projections and historical diversion patterns in the 2018 ARP, this agreement with the Excelsior Ditch was predicted to result in a reduction of 100-200.0 acre-feet to the amount of water Subdistrict #1 would otherwise have to supply to the Rio Grande-Del Norte to Excelsior Ditch Headgate reach.

4.9.6 FORBEARANCE-CENTENNIAL DITCH COMPANY

A forbearance agreement has been reached with the Centennial Ditch Company, a copy of which is included in Appendix H. Pursuant to section 37-92-501(4)(b)(I)(B), Subdistrict #1 has reached agreement with the Centennial Ditch Company whereby the Centennial Ditch accepts that, subject to the specific provisions of the forbearance agreement, injury to its water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the Centennial Ditch is the calling right on the Rio Grande. Based upon climate projections and historical diversion patterns in the 2017 ARP, this agreement with the Centennial Ditch was predicted to result in a reduction of 100.0 acre-feet to the amount of water Subdistrict #1 would otherwise have to supply to the Rio Grande-Del Norte to Excelsior Ditch Headgate reach.

4.9.7 FORBEARANCE-RIO GRANDE LARIAT DITCH COMPANY.

A forbearance agreement has been reached with the Rio Grande Lariat Ditch Company, a copy of which is included in Appendix H. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S. Subdistrict #1 has reached agreement with the Rio Grande Lariat Ditch Company whereby the Rio Grande Lariat Ditch accepts that, subject to the specific provisions of the forbearance agreement, injury to its water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the Rio Grande Lariat Ditch is the calling right on the Rio Grande. Based upon climate projections and historical diversion patterns in the 2018 ARP, this agreement with the Rio Grande Lariat Ditch was predicted to result in a reduction of 100.0 acre-feet to the amount of water Subdistrict #1 would otherwise have to supply to the Rio Grande-Del Norte to Excelsior Ditch Headgate reach.

4.10 CLOSED BASIN PROJECT PRODUCTION OF CALENDAR YEAR 2018

According to the Division #3 Engineer's Rio Grande Compact Ten Day Report on April 1, 2018, the projected production of the project delivered to the Rio Grande is 8,000.0 acre-feet during the calendar year 2018. 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 Rio Grande Water User's Association in consultation with the San Luis Valley Water Conservancy District. At a meeting of the Rio Grande Water User's Association Board of Directors on March 8th, 2018, the Board of Directors passed a motion to specifically allocate 1,000 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under Subdistrict #1's 2018 Annual Replacement Plan. Similarly, the Board of Directors of the San Luis Valley Water Conservancy District agreed to the allocation as stated in their letter to the Rio Grande Water Conservation District on March 19, 2018. See Appendix I for a copy of the letters. Therefore, 1,000 acre-feet of water is available to Subdistrict #1 to replace injurious depletions by augmentation, substitution and exchange during the 2018 Plan Year.

5.0 OPERATION OF THE SUBDISTRICT #1, 2018 ANNUAL REPLACEMENT PLAN

The Subdistrict replacement water that is currently in storage will be released from Rio Grande Reservoir located in the Upper Rio Grande at the direction of the Division 3 Engineer, based on predictions from the RGDSS Model 6P98 Response Functions, to offset injurious stream depletions on the Rio Grande during the 2018 Plan Year. All 2018 Plan Year injurious depletions predicted to occur by the accepted 6P98 Response Functions will be replaced in the time, location and amount that they occur, beginning May 1, 2018. The reaches, amounts and time that these depletions occur are described in Section 2.0, Table 2.6. 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 #1 will occur on a regular and routine basis if these exchanges do occur. Any reservoir exchanges done in the 2018 ARP Year will be documented and reported in the 2018 Annual Report. The Division Engineer's Office will be notified in advance of any reservoir exchanges.

As shown above, Subdistrict #1 has implemented seven Forbearance Agreements with major canals located on the main stem of the Rio Grande for the 2018 Plan Year. Upon its sole discretion, the Subdistrict will exercise these agreements if conditions exist which could save an additional 300-400.0 acre-feet of replacement water during the 2018 irrigation season.

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

Water released to the river for replacement of injurious 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 is entitled to water in priority and there is no flow at their headgate due to well depletions from Subdistrict No. 1 well pumping, adequate water will be released to replace that injurious depletion amount to that headgate. 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 N.

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

Rio Grande for replacement of injurious stream depletions from Subdistrict #1. However, the CBP may continue to deliver salvaged water to the stream as directed by the CBP Operating Committee or other laws and policies.

6.0 GROUNDWATER LEVELS IN UNCONFINED AND CONFINED AQUIFER AND UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES

6.1 GROUNDWATER LEVELS IN THE UNCONFINED AND CONFINED AQUIFERS

A tabulation of groundwater levels measured in unconfined and confined wells both within the boundaries of Subdistrict #1 and the study area for the Change in Unconfined Aquifer Storage – West Central San Luis Valley are provided in Appendix J. This tabulation includes measured values for each of the wells obtained during the previous 12-months. A map showing the location of each well is also included in Appendix J.

6.2 UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

One of the primary goals of Subdistrict #1 is to cause groundwater levels in the unconfined aquifer to recover within the Subdistrict #1 boundary to a level that will maintain a sustainable irrigation supply for Subdistrict #1 wells. The PWM includes a required objective of recovering groundwater levels to the extent necessary to achieve unconfined aquifer storage levels between 200,000 and 400,000 acre-feet below the storage level that existed on January 1, 1976.

The success of the program to achieve the above described objective is measured by a Study of the Change in Unconfined Aquifer Storage updated monthly by Davis Engineering Service, Inc. personnel. The study utilizes measured groundwater levels from RGWCD monitoring wells located throughout the study area which is approximately the same area included within Subdistrict #1. Wells are occasionally dry, inaccessible, damaged or have been removed so the number of wells measured on a monthly basis varies. A map showing the study area for the Change in Unconfined Aquifer Storage – West Central San Luis Valley and a tabulation of the data is included in Appendix J.

Figure 6.1 is a map showing the study area. Assigning an area of influence and multiplying that area times the monthly change in groundwater level times a specific yield value of 0.2 derives the change in storage calculated for each well. This calculated change in groundwater storage volume is then added to volumes obtained for each well within the study. The total change from all wells is the total change in unconfined aquifer storage for the study area for a given month. The areas for each of the wells in the study are determined by constructing a polygon around each well in accordance with the Thiessen mean method. The area of the polygon was calculated and assigned to the respective well.

The study period begins in January 1976 at which time an adequate number of RGWCD monitoring wells were available to conduct a study that provided a reasonable representation of unconfined aquifer storage change.

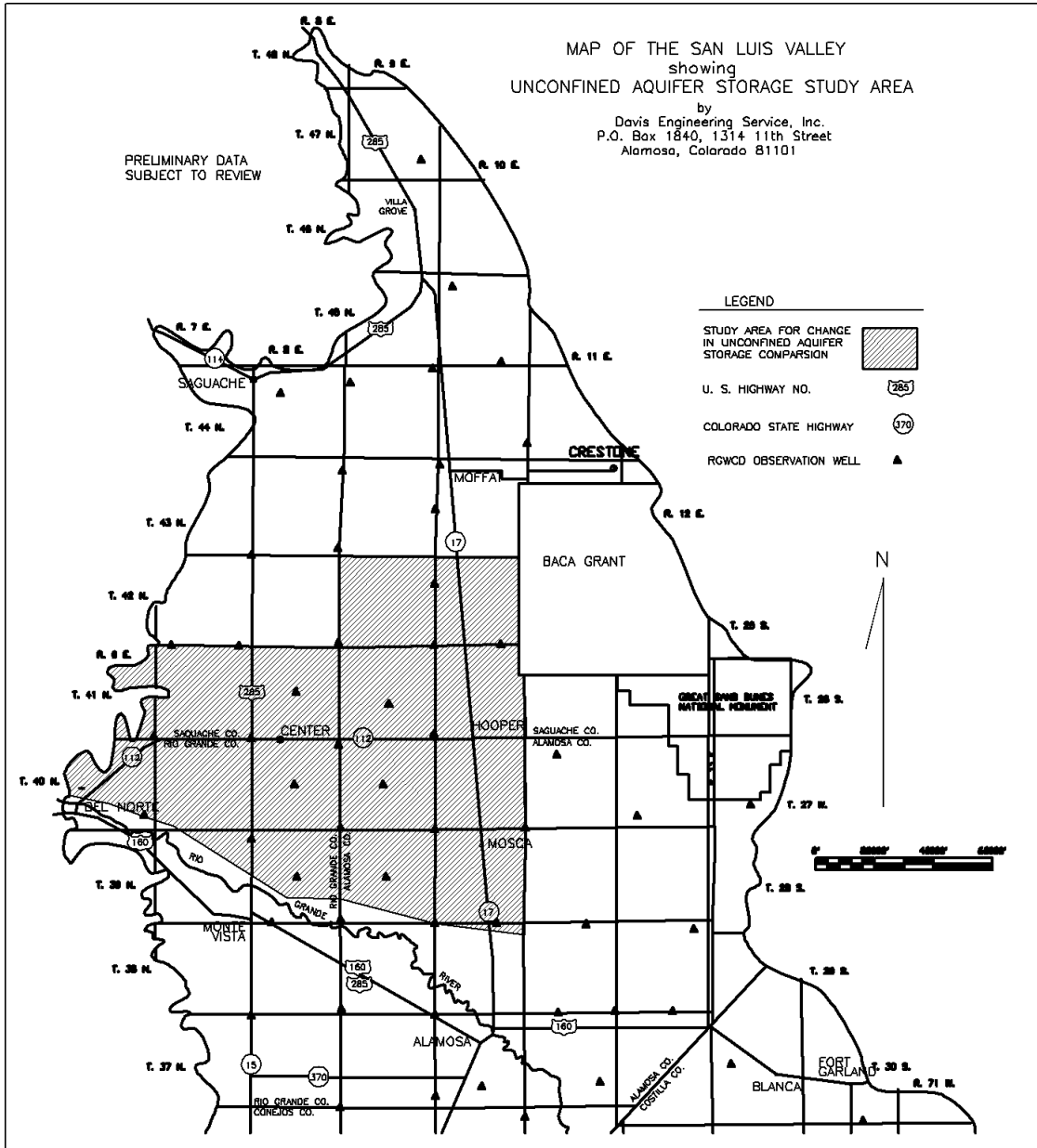
The calculated monthly change in unconfined aquifer storage volumes have been accumulated and plotted on a chart and included in Figures 6.2 and 6.3. The monthly change in storage volumes are plotted on the chart and connected by a line on the chart with the horizontal axis divided into years and the vertical axis divided into change in storage in acre-feet

In addition, as required by the PWM, a line is plotted representing the 5-year running average of the annual average of the monthly change in unconfined storage volume.

The change in unconfined aquifer storage based on measurements from January 1976 through April 1, 2018 was -961,699 acre-feet on an accumulated month basis.

As described in the PWM, the accumulated 5-year running average of the annual average of the monthly change through December 1, 2017 was -1,133,890 acre-feet. As previously noted, the goal in the PWM is to achieve a recovery and maintain storage at a level between -200,000 and -400,000 acre-feet. The December 1, 2017 five year running average storage value is 733,890 acre-feet below the lowest goal level.

Figures 6.1
Unconfined Aquifer Storage Study Area Map



EXPLANATION

Change in unconfined aquifer storage has been calculated for a defined area which is shown on the above map. The changes in aquifer storage were based on approximately 27 RGWCD monitoring wells located within the area. The method of computing the change in aquifer storage was in accordance with the Thiessen mean method whereby a polygon is constructed around each observation well and the assumption is made that the change in water level throughout the area of the polygon is the same as the change in the well within the polygon. A graph showing changes since 1976 is attached. Zero on the vertical axis of the graph was assumed as corresponding to 1976 for graphing purposes; however, it should not be assumed that the unconfined aquifer was at equilibrium as of that date.

Figure 6.2
Charts Showing Change in Unconfined Aquifer Storage

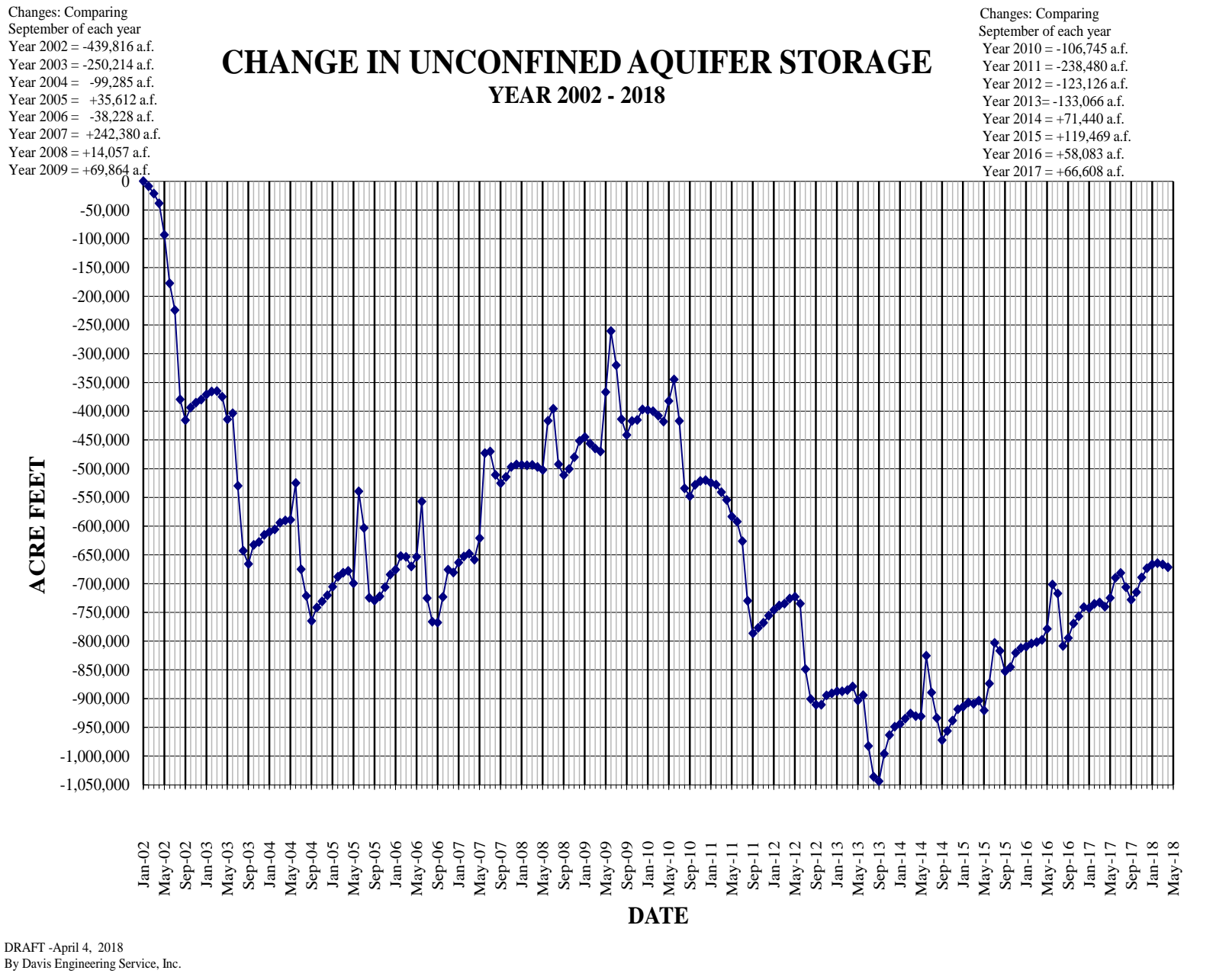
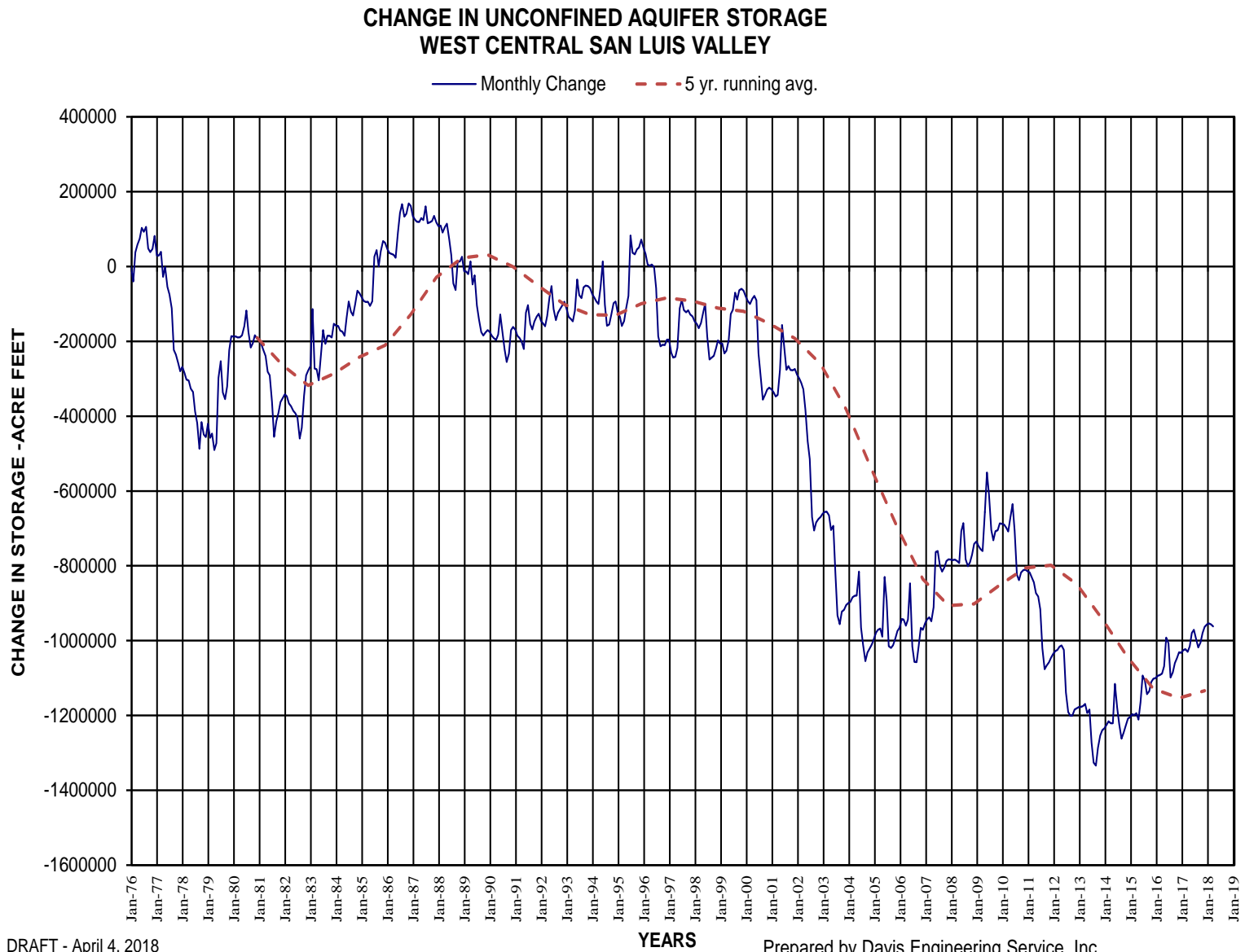


Figure 6.3
Change in Unconfined Aquifer Storage Chart



DRAFT - April 4, 2018
Data through April 2, 2018

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

7.0 HYDRAULIC DIVIDE STUDY

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

Since the spring of 2007, the RGWCD has retained Davis Engineering Service, Inc., with assistance from Agro Engineering, Inc., to collect groundwater level measurements in wells lying northerly of the Rio Grande within the area where the divide has historically been mapped. After the initial measurements performed during the spring of 2007, Davis Engineering Service, Inc. prepared a report entitled "Engineering Report on San Luis Valley Groundwater Level Study" which described both the historical evidence of the divide and the current location and condition of the divide. In summary, during the study in 2007, a well-defined divide along the northerly side of the Rio Grande was not identified.

Appendix K contains maps showing the results of groundwater measurements collected during spring 2017. These maps include interpreted groundwater elevation contours and vectors showing direction of groundwater flow. If a well-defined divide lying northerly of the Rio Grande exists, groundwater flow vectors would indicate a groundwater flow from the divide along the southerly side toward the river and on the northerly side toward the Closed Basin. The groundwater flow vectors do not provide evidence of a well-defined divide with the possible exception of an area between Monte Vista and Alamosa where there is some evidence for a few miles. The interpreted location of the divide is shown on the maps prepared from the 2017 groundwater measurements. The approximate divide location in the area between Del Norte and the 7-Mile Plaza is uncertain due to the perched river condition, so it is shown as a dotted line on the maps included in Appendix K.

8.0 FALLOWING OF SUBDISTRICT #1 IRRIGATED LAND-TEMPORARY AND PERMANENT

8.1 2017 CONTRACTED CONSERVATION RESERVE ENHANCEMENT PROGRAM LANDS

Section III, Part D of the Subdistrict #1's Plan of Water Management concerns the "Restoration of Groundwater Levels and Groundwater Storage". The PWM states: "It is anticipated that to achieve sufficient reduction of well withdrawals to accomplish the Unconfined Aquifer storage goal, dry-up of approximately 40,000 acres of land previously irrigated during calendar year 2000 will be required."

RGWCD Staff are continuing to compile irrigated acreage coverage for the year 2000 by digitizing past RGWCD irrigated cropland census maps for the area within the Subdistrict's boundary. This information will serve as a basis to determine the previously irrigated lands in the year 2000 that have been fallowed as part of the PWM through the Conservation Reserve Enhancement Program (CREP), other conservation programs or Subdistrict #1 programs. The RGWCD has urged voluntary dry-up since the early 2000's. Across the Valley, producers have voluntarily altered farming practices by removing corner systems and end guns from their sprinklers and other actions to reduce acreage and water consumption.

The Subdistrict #1 Board of Managers decided to focus their monetary resources towards Rio Grande CREP signup incentives during the 2016 Plan Year. Temporary fallow programs that were implemented in 2012 and 2013 for Subdistrict #1 were not applied in 2016. Preventive Planting Insurance programs within the Subdistrict did partially retire groundwater use on approximately 7,868 acres in 2016.

Local USDA FSA field offices located in Alamosa, Rio Grande, and Saguache Counties, and Subdistrict #1 staff implemented the Rio Grande CREP signup process beginning in May 2013, under the 2008 Farm Bill. Subdistrict #1's Board of Managers immediately began soliciting interest in this program by offering additional sign-up incentives for CREP contracts executed in the Subdistrict by September 30, 2013. As of September 30, 2013, the Subdistrict had finalized FSA CRP-1 Contracts for 1,103.3 acres in Permanent Water Retirement and 1,049.9 acres in 15-Year Water Retirement for a total of 2,153.2 acres, reducing consumption approximately 4,300 acre-feet. The start date for all of these contracts was October 1, 2013.

On November 1, 2013, Congress did not extend the 2008 Farm Bill and CRP-CREP signup throughout the nation was discontinued. As of the November 1, 2013, FSA Field Offices in the San Luis Valley could no longer authorize CREP CRP-1 contracts until a New Farm Bill was passed. The United States Congress passed the new Farm Bill in early February 2014. In May 2014, State and local FSA Offices resumed sign-up for the Rio Grande CREP under the new Farm Bill.

As of April 5, 2018, Subdistrict #1 has finalized FSA CRP-1 Contracts for 3,253.6 acres in Permanent Water Retirement and 4,777.6 acres in 15 Year Water Retirement terms for a total of 8,031.2 acres reducing water consumption by approximately 16,062.4 acre-feet per year. Subdistrict #1 Rio Grande CREP signup is ongoing. The Subdistrict Board of Managers increased additional cash incentives for both permanent and temporary groundwater retirement Contracts offered in 2017. A map and legal descriptions for these CREP parcels is included in Appendix L.

8.2 2017 PERMANENT LAND AND WATER PURCHASES

Subdistrict No. 1 is still actively pursuing opportunities to acquire water rights. In 2017 the District on behalf of the Subdistrict purchased the West Medano Ranch. The Ranch consists of approximately 7996 acres with 1000 shares of the San Luis Valley Canal, 7 quarters of the San Luis Valley Irrigation District, three irrigation groundwater wells and several small stock water wells. The purchase of the property was not completed until after the end of the irrigation season, so no water conservation activities occurred in 2017.

Based on total head gate diversions for the Rio Grande Canal during the irrigation season netting approximately 21.0 acre-feet/share in 2017, the Subdistrict with their 59.5 shares of surface water diverted approximately 1250.0 acre-feet to recharge of the aquifer on the White, McConnell, and Lacy properties during the irrigation season. Subdistrict #1 did not use the wells located on these parcels for any purpose in 2017. A map identifying the locations of the permanent land purchases acquired by the Rio Grande Water Conservation District for Subdistrict #1 is included in Appendix M. The District staff will continue experimenting with different aquifer recharge strategies within DWR regulation on these properties to increase surface water recharge efficiencies.

8.3 TEMPORARY LAND RETIREMENT-FALLOW

Subdistrict No. 1 has reached an agreement with 8 producers to fallow 11 parcels consisting of approximately 1,296 acres into the four year fallow program. These fallowing contracts are for a four year term and not part of the overall Conservation Reserve Enhancement Program (“CREP”).

9.0 ADDITIONAL INFORMATION TO EVALUATE 2018 ARP

No additional information was requested by the Engineers or deemed reasonably necessary to evaluate the proposed ARP.

10.0 ANTICIPATED FUNDING FOR 2018 PLAN YEAR

Subdistrict #1 created a Water Activity Enterprise. The Subdistrict assesses three different fees on those well owners within the boundaries of the Subdistrict that are benefited from the activities of Subdistrict #1. The fees are as follows:

- a. Administrative Fee: This revenue is used to offset the cost of administering the PWM.
- b. CREP Fee: This revenue will provide the required match to the federal funds that are paid by the USDA directly to those groundwater irrigators that have been approved for the CREP program.
- c. Variable Fee: This fee is charged per acre-foot of groundwater pumped in excess of surface water credits in a Farm Unit. This fee is set every year by the Board of Managers in an amount necessary to purchase replacement water to offset injury to those senior water rights in the San Luis Valley affected by the groundwater pumping of Subdistrict #1 Wells and to fund additional programs with the purpose of reducing groundwater consumption within Subdistrict #1.

The fees are set by the Board of Managers and certified to the three counties, Alamosa, Rio Grande and Saguache, which collect these fees on their tax rolls. For the 2017 irrigation season, the Administrative Fee was set at \$1.50 per irrigated acre, the CREP Fee was set at \$1.50 per irrigated acre and the Variable Fee was set at \$75 per acre-foot of groundwater pumped in excess of available surface water credits. The 2017 assessed fees that will be collected in 2018 are:

Fee Type	Amount of 2017 Assessments
Administrative Fees	\$250,274.66
Conservation Reserve Enhancement Program Fees	\$250,274.66
Variable Fees	\$ 3,928,270.44

APPENDIX A

2018 SUBDISTRICT NO. 1 WELL LIST

Current Tabulation of Wells Included in Subdistrict No. 1

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2005001		2005006		2005007	0.08	2005012		2005013	
2005018	64.24	2005019		2005022	80.00	2005029		2005030	
2005033	129.45	2005035	84.68	2005037	102.07	2005038	124.47	2005040	
2005041	123.34	2005042		2005046	124.95	2005047		2005048	
2005049	91.87	2005050	83.93	2005051		2005052	83.93	2005053	78.20
2005056		2005057	103.74	2005058	51.63	2005059	82.09	2005061	
2005062		2005069		2005072		2005077		2005078	
2005080	81.36	2005081		2005084	110.55	2005085		2005089	
2005092	0.35	2005094	101.57	2005095	75.14	2005096	0.00	2005097	
2005098	56.82	2005102		2005103	96.38	2005104	97.21	2005105	
2005107	49.03	2005109		2005112		2005113		2005115	
2005116	254.45	2005119		2005120	124.55	2005121	3.70	2005122	
2005123		2005125	157.31	2005126		2005127	283.58	2005131	
2005132	74.24	2005133	21.27	2005134	99.54	2005135	58.63	2005136	
2005137	92.72	2005138	60.75	2005141		2005142	0.00	2005144	
2005145	141.18	2005148		2005152		2005155	90.98	2005156	47.55
2005158		2005159	58.09	2005161	0.00	2005162	100.35	2005163	79.95
2005167		2005168		2005169		2005170		2005171	0.00
2005172	210.21	2005173		2005174		2005175		2005176	72.21
2005177	73.48	2005178	65.59	2005179		2005181	52.23	2005185	
2005186	113.77	2005187		2005192		2005193		2005196	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2005197	152.71	2005201		2005202	135.88	2005203		2005205	0.00
2005206	84.83	2005207	116.77	2005208		2005211	91.89	2005212	88.21
2005315		2005316	131.30	2005322	218.48	2005324	358.66	2005325	96.55
2005326		2005334	82.95	2005335		2005336		2005337	68.90
2005338		2005339	68.90	2005340	91.87	2005342		2005344	0.35
2005354		2005355		2005356		2005362		2005374	
2005376		2005383	43.39	2005384	141.18	2005388	51.96	2005391	103.74
2005393		2005396		2005398	167.50	2005399	95.46	2005407	228.84
2005408		2005409	103.89	2005410	124.95	2005411	75.17	2005412	
2005424	54.46	2005425	52.39	2005427		2005429	95.30	2005430	105.06
2005431	131.17	2005433	68.00	2005434	59.82	2005435	87.22	2005439	0.00
2005443	29.56	2005444	3.38	2005445		2005446	45.37	2005447	0.00
2005448	0.00	2005450		2005451	74.24	2005452	35.47	2005453	
2005454	61.92	2005457		2005458		2005459		2005461	184.82
2005462	93.33	2005465	91.31	2005466	449.25	2005467	75.17	2005468	32.53
2005469	58.04	2005470	20.56	2005471	60.11	2005472		2005473	
2005474	47.60	2005476	1.75	2005479		2005480		2005481	144.07
2005482	60.62	2005483	53.19	2005484	107.52	2005488	18.00	2005489	18.00
2005490	115.31	2005491		2005492		2005493	116.82	2005494	124.11
2005495	70.09	2005496	56.03	2005497	184.82	2005498	84.83	2005499	182.20
2005503	55.31	2005504	93.33	2005505	46.20	2005507	75.17	2005508	77.45
2005509	41.91	2005510	45.55	2005511	0.00	2005512	0.00	2005513	
2005514		2005515	57.89	2005516	26.21	2005517	50.30	2005518	30.45
2005519	74.95	2005520	35.39	2005521	91.31	2005522	105.06	2005523	97.98
2005524	97.13	2005525	101.46	2005526	40.11	2005527	72.40	2005528	113.70

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2005529	58.06	2005530	66.00	2005531	52.39	2005532	54.46	2005533	21.27
2005534	99.54	2005535	95.30	2005536	87.22	2005537	1.75	2005538	1.75
2005540		2005560	108.83	2005562		2005567	87.88	2005568	87.85
2005569	47.50	2005570	47.50	2005571	68.46	2005572	68.46	2005573	
2005574	214.01	2005575		2005576	281.42	2005578	77.97	2005579	77.97
2005580		2005581		2005582	53.39	2005583	51.82	2005584	45.10
2005585	45.10	2005586	104.49	2005587	104.49	2005588	108.83	2005589	88.39
2005590	77.06	2005592	200.05	2005593	86.98	2005594	76.04	2005595	39.59
2005596	181.50	2005597	67.98	2005598	107.60	2005599	98.45	2005601	124.91
2005603	49.96	2005604	91.26	2005605	112.47	2005608	194.06	2005609	36.25
2005610	87.65	2005612	111.96	2005613	76.46	2005614	97.61	2005617	110.54
2005621	57.14	2005641		2005642	0.00	2005643	0.00	2005645	310.86
2005646	1.19	2005648	330.52	2005651		2005652	37.31	2005653	36.21
2005654	36.21	2005656	89.00	2005657		2005658		2005659	65.84
2005660	65.84	2005662	81.00	2005663	81.00	2005664		2005665	57.88
2005666	57.88	2005668	194.88	2005669	194.88	2005670	78.63	2005671	74.19
2005672	58.85	2005673	54.00	2005674	102.62	2005675	75.66	2005676	73.15
2005677	89.60	2005678	37.85	2005679	37.85	2005680	58.25	2005681	58.25
2005682	40.45	2005683	40.45	2005684	102.54	2005685	102.54	2005686	
2005687	184.10	2005688		2005689	43.41	2005690	106.68	2005691	106.68
2005692	53.48	2005693	53.48	2005694	140.11	2005695	140.11	2005696	
2005697	47.55	2005698	93.59	2005699	93.59	2005700	0.02	2005701	
2005702	116.86	2005703	121.81	2005704	116.86	2005705	121.81	2005706	
2005707	90.49	2005708		2005709	115.99	2005710	85.20	2005711	85.20
2005712	0.01	2005713	300.82	2005714	64.20	2005715	64.20	2005716	64.59

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2005717	64.59	2005718	102.44	2005719	102.44	2005720	0.00	2005721	121.13
2005722		2005723	81.52	2005726	53.24	2005727	54.12	2005728	0.00
2005729	265.18	2005730		2005731	5.01	2005738		2005739	111.22
2005740	72.03	2005741	72.03	2005742	28.30	2005743	28.30	2005745	1.52
2005746	49.09	2005747	51.74	2005748	2.67	2005749	58.10	2005750	57.88
2005751	36.78	2005752	37.64	2005753	88.28	2005754	88.20	2005755	54.91
2005756	45.50	2005757	44.16	2005758	44.89	2005759	44.89	2005760	76.04
2005761	63.47	2005762	61.60	2005763	70.48	2005764	68.41	2005765	68.41
2005766	3.00	2005767	11.75	2005768	11.75	2005769	16.00	2005770	7.26
2005771	7.10	2005772	119.84	2005773	96.67	2005774	7.13	2005775	7.13
2005776	40.12	2005777	40.12	2005778	62.35	2005779	62.35	2005780	38.99
2005781	60.02	2005782	41.67	2005784	103.06	2005785		2005786	105.46
2005787	18.54	2005789	70.99	2005791	74.47	2005793		2005798	
2005799		2005801	264.30	2005803	102.97	2005806		2005807	404.30
2005809	74.19	2005811	54.00	2005812		2005813	98.34	2005814	95.98
2005815	49.24	2005816	0.00	2005817	183.86	2005818		2005819	96.55
2005820	53.04	2005821	51.48	2005822		2005823	89.47	2005824	39.08
2005825	39.08	2005826	46.25	2005827	39.08	2005828	256.97	2005829	16.17
2005830	66.64	2005831	64.68	2005832	44.88	2005833	44.88	2005834	
2005835		2005836	38.47	2005837	37.34	2005838	55.34	2005839	19.78
2005840	35.01	2005841	33.98	2005842	46.59	2005843	45.22	2005844	49.03
2005845	50.51	2005846	63.08	2005847	63.08	2005848	63.12	2005849	63.12
2005850	62.03	2005851	12.42	2005852	34.30	2005853	34.30	2005855	64.15
2005857	0.00	2005859	25.99	2005862	86.02	2005864	79.63	2005866	
2005868	32.15	2005869		2005870	63.20	2005871		2005876	91.13

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2005884	98.22	2005886	32.15	2005907	45.63	2005909	103.37	2005913	86.80
2005916	42.31	2005918	42.31	2005919	42.31	2005920	42.31	2005921	7.66
2005923	89.49	2005924	93.55	2005926	87.65	2005928		2005929	
2005930	52.23	2005931	80.84	2005932	182.16	2005933		2005934	
2005935	77.20	2005936	191.30	2005937	41.89	2005941	7.66	2005948	136.70
2005949	136.70	2005950		2005951		2005952	40.37	2005953	19.92
2005954	19.92	2005955		2006003	21.95	2006004		2006005	11.66
2006007	72.93	2006008	70.78	2006009	177.37	2006010		2006011	72.21
2006013	78.94	2006014	78.94	2006016	70.78	2006017	104.01	2006018	104.01
2006019		2006020	16.42	2006021	271.49	2006023	72.00	2006025	
2006026	79.30	2006027	79.30	2006028	70.59	2006029	70.59	2006030	19.60
2006031	20.20	2006032	45.63	2006152	50.91	2006153	0.00	2006176	129.27
2006177	127.23	2006178	129.27	2006179	127.23	2006218	179.40	2006234	
2006235	155.44	2006248	87.20	2006251	175.76	2006252	175.76	2006253	217.58
2006254	217.58	2006262	1.82	2006263	141.23	2006264	43.39	2006265	
2006266	119.46	2006269		2006270	112.58	2006271		2006272	88.35
2006273		2006274	97.88	2006275		2006276	118.28	2006277	
2006278	90.48	2006279		2006280	158.82	2006281	64.69	2006282	64.69
2006283	7.66	2006284	102.04	2006285	102.04	2006286	80.98	2006287	80.98
2006288	54.81	2006289	24.60	2006290	56.90	2006291	56.90	2006292	0.05
2006293	45.61	2006294	45.61	2006297	130.17	2006298		2006299	89.79
2006300	69.93	2006301	152.71	2006302		2006304		2006305	62.86
2006306		2006307	76.50	2006308		2006309	163.97	2006310	47.84
2006311	47.84	2006312	55.10	2006313	55.10	2006314	33.64	2006315	32.65
2006319	85.40	2006320	85.40	2006321	0.00	2006322	0.00	2006323	23.14

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2006324		2006325		2006326		2006327	0.00	2006328	0.00
2006329	0.00	2006330	0.00	2006331	0.00	2006332	0.00	2006333	17.75
2006334	17.75	2006335	15.18	2006336	15.18	2006337	24.92	2006338	24.92
2006339	37.11	2006340		2006342	122.25	2006343		2006344	102.27
2006345	104.43	2006346	104.43	2006347	105.38	2006348		2006349	202.48
2006350		2006351	36.96	2006352		2006353	118.62	2006354	59.70
2006355	57.94	2006356	163.68	2006358	81.31	2006359	110.64	2006360	101.89
2006361		2006362	82.34	2006363		2006364	92.30	2006365	48.51
2006366	49.98	2006367	59.66	2006368	59.66	2006369	82.18	2006370	82.18
2006371		2006372	102.46	2006373	0.00	2006374	76.32	2006375	140.50
2006376	140.50	2006377		2006378	0.00	2006379	233.63	2006380	72.72
2006381		2006382	93.34	2006383	93.01	2006384	93.01	2006385	58.30
2006386	60.07	2006387		2006388	95.92	2006389		2006390	97.63
2006391	95.49	2006392	95.49	2006393		2006394	108.03	2006395	
2006396	64.91	2006397	0.00	2006398	333.87	2006399		2006402	373.09
2006403	60.94	2006404		2006405	74.24	2006409		2006410	79.99
2006411	157.31	2006412		2006413	202.12	2006414	47.40	2006415	48.84
2006416	94.64	2006417		2006418	106.17	2006419		2006420	65.55
2006421		2006422	175.46	2006423	88.52	2006424	88.52	2006427	65.59
2006428	92.72	2006429	60.75	2006430		2006431	98.34	2006434	
2006435	128.14	2006436		2006437	63.60	2006438		2006439	101.21
2006440		2006441	195.94	2006444	110.18	2006445		2006446	
2006447	203.05	2006448	92.33	2006449	95.13	2006450	105.02	2006451	105.02
2006452		2006453	118.52	2006454		2006455	95.33	2006457	91.08
2006458	91.08	2006459	99.00	2006460	24.95	2006461	99.24	2006462	99.24

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2006463	92.20	2006464	92.20	2006466	66.79	2006467		2006468	121.06
2006469		2006470	94.36	2006471		2006472	230.18	2006473	
2006474	94.24	2006475		2006476	93.60	2006478	0.00	2006479	153.44
2006480	127.08	2006481	92.42	2006482	92.42	2006483	102.07	2006491	
2006492	70.29	2006493		2006494	74.61	2006495		2006496	361.85
2006497	0.00	2006498	243.13	2006499		2006500	134.71	2006501	
2006502	75.09	2006504	61.06	2006512	108.25	2006513	91.86	2006514	91.86
2006515	166.64	2006516	166.64	2006517		2006518	80.36	2006519	96.58
2006520	96.58	2006521	115.50	2006522	115.50	2006523		2006524	74.28
2006525	7.66	2006526	92.68	2006527	101.95	2006528	81.85	2006529	81.85
2006530		2006531	254.23	2006532	68.97	2006533	71.06	2006534	123.34
2006535	115.61	2006536	115.61	2006538	106.00	2006539		2006540	55.11
2006541	55.11	2006542	56.78	2006545	83.89	2006546		2006547	157.60
2006548		2006549	96.18	2006555	115.02	2006557	49.68	2006559	
2006560	71.86	2006561	71.86	2006562	110.55	2006563	149.63	2006564	92.59
2006565		2006566		2006567	96.91	2006570	31.72	2006571	31.72
2006574	110.40	2006575	110.40	2006576	71.00	2006577	71.00	2006578	
2006579	156.72	2006580	95.19	2006581	95.19	2006585	94.06	2006587	103.75
2006588	103.75	2006589	122.71	2006590		2006591		2006592	
2006593		2006594	139.26	2006595		2006596	37.17	2006597	42.30
2006598	36.08	2006599	42.30	2006601	68.78	2006602	143.68	2006604	58.65
2006605	58.40	2006606	58.40	2006608	26.41	2006609		2006610	177.13
2006611		2006612	154.73	2006613		2006615	87.81	2006617	49.68
2006622	97.01	2006623	549.00	2006624	18.00	2006625		2006626	290.57
2006627	64.77	2006628	64.77	2006629	66.73	2006630	67.83	2006631	96.38

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2006632	97.21	2006633	115.02	2006635	86.08	2006637	63.97	2006643	62.09
2006644	114.19	2006645	114.19	2006646	190.07	2006647	190.07	2006648	
2006649	67.20	2006653		2006654	9.35	2006655	11.66	2006656	12.01
2006659	70.68	2006662	45.98	2006668	66.89	2006669	66.89	2006670	76.50
2006673	108.35	2006675	169.94	2006678	173.73	2006679	84.24	2006684	0.00
2006685	0.00	2006686	0.00	2008001	203.27	2008002	39.08	2008003	76.95
2008005	156.82	2008008	74.59	2008009	87.76	2008011	82.99	2008012	92.72
2008016	55.77	2008017	69.07	2008018	168.00	2008026	186.47	2008027	96.55
2008030	39.09	2008031	39.09	2008032	40.27	2008033	44.76	2008034	98.11
2008037	120.86	2008038	33.19	2008039	50.20	2008040	88.60	2008041	70.48
2008042	70.48	2008046	44.70	2008048	42.36	2008050	41.62	2008129	14.10
2008130	14.10	2008139	141.82	2008141	64.99	2008142	61.10	2008143	61.10
2008144	35.86	2008145	35.86	2008146	20.09	2008147	20.09	2008148	39.22
2008149	39.22	2008150	74.77	2008153	62.02	2008154	62.02	2008155	26.85
2008156	26.85	2008161	77.08	2008163	71.72	2008164	86.71	2008166	85.71
2008167	85.71	2008168		2008169	45.87	2008172	69.97	2008173	69.97
2008174	0.00	2008177	11.94	2008178	11.94	2008180	95.13	2008181	95.13
2008182	56.50	2008183	56.50	2008185	89.29	2008186	73.47	2008187	73.47
2008188	287.64	2008190	229.04	2008193	208.03	2008195	52.04	2008196	94.57
2008197	70.77	2008198	78.06	2008199	0.00	2008203	95.46	2008204	166.73
2008207	206.39	2008213	60.31	2008214	32.92	2008215	32.92	2008216	44.83
2008220	55.03	2008221	55.03	2008222	55.03	2008223	12.70	2008224	0.00
2008225	6.58	2008229	43.70	2008230	43.70	2008231	43.70	2008235	84.50
2008238	72.67	2008239	139.43	2008240	88.68	2008241	35.98	2008243	84.42
2008251	96.02	2008252	176.52	2008254	56.67	2008257		2008258	81.52

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2008262	68.78	2008266	86.23	2008270	37.76	2008271	37.76	2008272	43.01
2008273	43.01	2008274	79.97	2008275	79.97	2008276	37.76	2008277	43.01
2008283	82.39	2008285	42.98	2008286	42.98	2008287	27.51	2008288	27.51
2008289	52.23	2008290	100.98	2008291	201.32	2008292	19.78	2008295	
2008297	73.74	2008298	50.91	2008299	81.98	2008302	92.14	2008306	337.49
2008307		2008308	103.06	2008309		2008310	105.46	2008317	108.25
2008318		2008319	166.00	2008320	0.00	2008321		2008322	166.00
2008326		2008336	10.05	2008342		2008344		2008345	
2008346		2008347		2008348	88.83	2008349		2008350	92.72
2008351		2008355	115.31	2008358		2008359	70.45	2008360	
2008361	109.33	2008362		2008363	89.45	2008364	89.45	2008365	94.06
2008366		2008376	77.06	2008377	1.55	2008378	57.14	2008379	
2008380	210.90	2008381	274.12	2008383		2008384		2008385	125.65
2008386	72.14	2008388		2008389	58.13	2008390	74.42	2008391	0.00
2008392	33.48	2008397	81.88	2008398		2008399	86.15	2008400	
2008401	86.15	2008403	1.64	2008404		2008405		2008406	81.88
2008407	70.49	2008408		2008410	81.87	2008411	70.49	2008412	
2008413		2008414	81.21	2008418		2008419		2008420	106.96
2008422	70.99	2008423	73.14	2008425	47.40	2008427	119.46	2008428	96.18
2008429	91.29	2008431		2008432	69.66	2008433	71.78	2008434	
2008435	89.21	2008436	113.18	2008437	0.07	2008438	101.68	2008439	44.41
2008440	36.10	2008441	36.10	2008442	0.06	2008443		2008444	65.03
2008446	110.93	2008447	100.27	2008448	142.50	2008449	88.98	2008450	82.67
2008451	67.07	2008452	113.85	2008453		2008454		2008455	104.04
2008456	74.58	2008457	113.85	2008458	74.58	2008459	104.04	2008460	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2008461	53.63	2008462	53.63	2008463	55.26	2008464		2008465	52.43
2008466	52.43	2008467	90.26	2008468		2008469		2008470	
2008471		2008472		2008473	102.50	2008474	55.01	2008475	
2008476	30.48	2008477		2008478	102.50	2008479	104.97	2008480	55.01
2008481	56.68	2008482	38.73	2008484	49.02	2008485		2008486	49.02
2008499		2008500		2008502	94.24	2008503	105.91	2008504	78.76
2008516	92.01	2008517		2008525	114.42	2008526		2008527	95.33
2008528	191.53	2008529		2008531		2008532		2008535	
2008536		2008537		2008539	76.84	2008551	107.60	2008552	94.64
2008553	106.17	2008556	65.55	2008566	78.20	2008567	0.00	2008571	92.30
2008574	64.91	2008578		2008579	122.07	2008580		2008581	74.23
2008583		2008584	223.97	2008590	0.07	2008593	82.00	2008594	
2008595	88.43	2008596		2008597		2008599	147.06	2008600	
2008601		2008602	83.88	2008610	3.82	2008612		2008613	84.22
2008614	118.62	2008615		2008616	98.52	2008617	84.22	2008620	
2008621	85.70	2008623	48.37	2008624	85.70	2008626	88.22	2008627	104.49
2008628		2008629	104.49	2008631		2008632	4.79	2008637	
2008638	108.35	2008639	101.32	2008640		2008641	90.26	2008642	
2008644	81.31	2008645		2008648		2008649	77.20	2008654	57.14
2008655		2008657		2008658	42.18	2008660	191.70	2008661	165.28
2008662	95.42	2008663	303.35	2008668		2008669	90.48	2008670	62.17
2008671	181.09	2008677	0.00	2008678		2008679	109.99	2008680	
2008681		2008682		2008683	50.52	2008684	50.52	2008687	58.17
2008688	110.39	2008689	108.55	2008690		2008692	64.48	2008705	125.06
2008706	125.06	2008707	57.78	2008708		2008709	57.78	2008710	89.13

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2008711		2008718		2008719		2008720	62.09	2008721	
2008722		2008723		2008724	118.60	2008725	190.02	2008727	74.66
2008728		2008729	74.66	2008730		2008731		2008732	99.77
2008734	124.55	2008735	223.86	2008736		2008737		2008738	96.69
2008739		2008740		2008741	86.00	2008742	86.00	2008743	
2008744	4.58	2008745	72.74	2008746		2008747	92.35	2008748	86.90
2008749	79.11	2008750	89.80	2008751		2008752		2008753	79.11
2008754	89.80	2008763		2008764	97.60	2008765	0.24	2008766	0.00
2008767	162.57	2008768	4.49	2008769	88.89	2008770		2008772	38.67
2008773		2008774		2008775		2008776	123.54	2008777	
2008778	94.08	2008779		2008781	69.97	2008782	69.97	2008784	131.18
2008788		2008789	25.99	2008792	108.17	2008793		2008794	
2008795	159.47	2008798	122.04	2008799		2008800	90.57	2008801	90.57
2008802		2008803	81.29	2008806	131.91	2008807		2008809	92.54
2008810	272.35	2008811		2008812	74.47	2008813	43.41	2008818	
2008821		2008822		2008823	34.39	2008824	65.78	2008825	65.78
2008826	34.39	2008827	0.00	2008828	86.80	2008829		2008830	83.89
2008834		2008835	94.78	2008836	101.76	2008837	51.94	2008838	68.72
2008839	51.94	2008840		2008841		2008842		2008843	101.76
2008844		2008845	0.50	2008846		2008847	68.72	2008848	
2008849		2008855		2008858		2008863	55.55	2008864	53.91
2008865		2008869	65.64	2008870	0.00	2008871	161.29	2008874	
2008876	86.55	2008879		2008880		2008886		2008887	70.68
2008888	72.82	2008893	88.76	2008894	66.11	2008895		2008896	88.76
2008897	3.08	2008898		2008899	108.63	2008902	25.25	2008903	144.02

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2008904	94.12	2008908		2008909		2008910	98.26	2008911	78.82
2008912		2008915		2008916	83.36	2008917	83.36	2008918	107.34
2008919		2008920		2008921		2008922	10.76	2008928	
2008929		2008932	96.55	2008933		2008934		2008935	96.55
2008938	112.58	2008939	69.20	2008940	64.46	2008942		2008943	
2008944		2008945		2008946		2008947		2008948	
2008949	112.60	2008954		2008955	81.23	2008956	81.23	2008958	23.07
2008961		2008962	51.99	2008963	51.99	2008964		2008965	113.69
2008967	0.06	2008968		2008973	45.84	2008974	58.38	2008975	426.59
2008977		2008978	133.76	2008979		2008983		2008984	100.17
2008985	103.59	2008986	103.59	2008988	83.83	2008989		2008990	
2008992	103.52	2008993		2008994		2008998	96.97	2009002	57.94
2009003	50.18	2009004	115.32	2009005		2009015		2009019	
2009020	87.96	2009021	87.96	2009022		2009023	86.75	2009025	349.00
2009026		2009043	73.70	2009044	0.00	2009045	48.53	2009047	
2009048	31.00	2009049	97.51	2009050	176.89	2009051		2009052	
2009053		2009054		2009055	87.35	2009057	144.07	2009065	10.82
2009067	107.18	2009069	0.00	2009072	76.32	2009082		2009083	124.50
2009084	107.45	2009085	31.87	2009086	0.02	2009087	79.95	2009088	
2009089	78.54	2009090	78.54	2009091		2009093		2009094	
2009095	103.50	2009096		2009104	46.34	2009105	55.51	2009106	
2009107		2009108	105.23	2009110	52.48	2009111		2009112	
2009113	92.16	2009114	138.31	2009115		2009118	0.00	2009120	236.98
2009121	293.09	2009122		2009123	102.81	2009131		2009132	
2009133		2009134		2009135		2009136	137.77	2009137	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2009139		2009140	69.07	2009141	106.12	2009142		2009143	
2009144		2009145		2009146	82.09	2009147	61.06	2009148	
2009150		2009151		2009153		2009154	110.18	2009157	124.11
2009158	107.60	2009164		2009165		2009166		2009167	168.85
2009171	136.19	2009172		2009173	136.19	2009196	62.34	2009197	0.56
2009199	94.36	2009200		2009205	75.09	2009206		2009207	78.47
2009208	139.28	2009209	78.47	2009210		2009211		2009212	67.98
2009214		2009216	169.49	2009217	224.29	2009218		2009219	80.64
2009220	80.64	2009222	49.45	2009223	66.79	2009224		2009228	275.96
2009229		2009230	93.60	2009231	0.00	2009234	318.06	2009235	260.13
2009237	82.34	2009241		2009242		2009243	0.00	2009245	125.76
2009246	63.00	2009247	137.74	2009249	106.58	2009250		2009251	
2009255	89.56	2009256		2009257		2009262		2009266	95.85
2009267		2009269	103.74	2009270	93.46	2009271	21.13	2009274	
2009275	60.73	2009276	75.43	2009277	109.09	2009292	118.37	2009295	
2009296		2009297		2009300	80.42	2009301	88.45	2009302	
2009303		2009304		2009305	105.63	2009306	90.49	2009310	70.09
2009311		2009313	98.46	2009314	70.29	2009315	275.23	2009342	44.80
2009348	256.24	2009353		2009355		2009356	91.60	2009357	91.60
2009364	69.90	2009365	42.36	2009373		2009374	31.59	2009375	
2009378	132.34	2009379	102.60	2009380	102.60	2009381		2009403	91.73
2009404	85.71	2009405		2009406	79.92	2009414	60.91	2009415	60.91
2009416	60.91	2009417	60.91	2009418	13.56	2009419		2009424	13.56
2009425		2009428	0.99	2009451		2009452	98.20	2009456	
2009457	35.60	2009458	4.29	2009460		2009461	277.28	2009462	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2009463	222.37	2009464	224.14	2009465	115.82	2009466		2009467	0.00
2009468	94.83	2009469		2009470		2009471		2009472	157.60
2009476	1.35	2009477	99.33	2009478	99.76	2009486		2009487	55.33
2009499		2009503	74.24	2009509		2009511		2009515	
2009517	74.93	2009521		2009522	114.97	2009523	19.60	2009525	
2009526	36.25	2009532		2009533		2009536	97.63	2009537	
2009538		2009539	58.30	2009541	95.92	2009542	109.99	2009544	8.18
2009546		2009547		2009549	1.93	2009550	91.13	2009563	
2009564		2009565		2009567	277.59	2009570		2009571	
2009572	92.14	2009573	91.29	2009574	92.53	2009576	93.32	2009577	142.17
2009578		2009587	194.75	2009588	109.00	2009603		2009604	
2009605	75.39	2009606	101.36	2009609	74.69	2009617	105.26	2009655	
2009657		2009668		2009686	110.75	2009688	75.49	2009698	111.96
2009699		2009700		2009701	86.71	2009702	76.46	2009703	71.72
2009704		2009705	160.39	2009719		2009720		2009721	122.62
2009724		2009739	126.03	2009741	76.95	2009742		2009743	91.89
2009744		2009754	87.73	2009755		2009770		2009771	307.00
2009788	92.33	2009795	41.38	2009798		2009799	13.11	2009800	102.91
2009801		2009816		2009817		2009818	138.20	2009819	201.93
2009820		2009821		2009823		2009824		2009825	
2009831		2009833		2009834	131.30	2009835	135.46	2009836	135.46
2009846	95.61	2009864		2009865	2.63	2009866		2009867	41.13
2009876		2009905	126.89	2009906	158.82	2009928		2009932	87.76
2009933		2009934	150.00	2009935		2009940	123.46	2009944	0.30
2009945	174.77	2009946	54.81	2009947	0.01	2009948	228.02	2009959	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2009992	9.96	2009993		2010005	114.77	2010006	181.05	2010007	97.61
2010008	87.81	2010009	92.02	2010010	0.00	2010011	0.00	2010013	
2010014	78.34	2010015	85.99	2010016	98.04	2010017	98.04	2010018	119.81
2010019	72.74	2010020	72.74	2010025		2010045	42.88	2010046	78.04
2010047	71.68	2010057	105.50	2010088	97.88	2010089	118.28	2010090	88.35
2010110	121.13	2010111	71.79	2010112	96.02	2010117		2010118	
2010119		2010120	2.98	2010180	106.09	2010188	67.92	2010201	
2010209		2010210	77.09	2010213	202.92	2010216	85.98	2010217	
2010219	40.15	2010231		2010234		2010235		2010236	70.14
2010237	175.58	2010245	0.00	2010246		2010261		2010262	232.47
2010263	54.60	2010270	26.71	2010272	119.11	2010292	91.51	2010294	
2010295	118.71	2010312		2010314	74.61	2010328	216.74	2010329	216.74
2010330	171.38	2010334	0.01	2010335	82.33	2010340	32.73	2010353	56.09
2010354	170.51	2010355		2010356		2010363	294.41	2010364	
2010365		2010396	91.51	2010397	91.51	2010400	142.03	2010401	32.37
2010402	32.00	2010404	147.04	2010405	79.92	2010433	46.20	2010442	71.32
2010448	87.20	2010466	0.00	2010499		2010500		2010521	131.30
2010543	83.99	2010544	83.99	2010546	61.47	2010547		2010548	
2010549	72.00	2010550	178.00	2010558		2010559	51.50	2010560	51.50
2010561	99.19	2010568	106.75	2010587		2010590		2010618	165.21
2010619		2010622	127.95	2010628		2010629	105.97	2010648	
2010674		2010675		2010676	79.70	2010677	94.10	2010696	0.00
2010719	43.89	2010723	88.60	2010725	37.34	2010732	124.36	2010754	23.84
2010755	96.74	2010786	132.78	2010787		2010788	103.37	2010789	59.38
2010815		2010820	89.47	2010821	201.21	2010822	0.01	2010823	5.97

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2010833		2010840		2010843		2010846	103.89	2010847	
2010853		2010854	84.59	2010855	84.59	2010878	85.71	2010881	63.72
2010888		2010903	43.91	2010904	11.32	2010906	72.21	2010919	67.15
2010929	90.01	2010930		2010939	49.42	2010940	81.79	2010973	
2010974	100.85	2010985	162.97	2011003	39.36	2011004	0.01	2011005	0.88
2011006	79.52	2011007	19.08	2011009		2011012	0.00	2011020	24.53
2011021	36.44	2011039		2011052		2011053		2011125	120.63
2011129	23.59	2011131	39.02	2011133		2011136		2011137	60.67
2011142		2011156	47.50	2011157	102.00	2011158	33.63	2011159	38.28
2011160	39.44	2011161	47.50	2011162	34.65	2011163	83.00	2011173	
2011199	115.01	2011200	126.96	2011201		2011217		2011220	51.14
2011221		2011222		2011272		2011285		2011299	175.31
2011325	24.62	2011326	114.86	2011331	0.00	2011332		2011333	84.50
2011339	23.59	2011409		2011410	112.47	2011411	97.74	2011412	78.33
2011413		2011414		2011422	86.98	2011423		2011424	
2011425	72.14	2011426	18.49	2011455	0.00	2011457		2011458	120.26
2011459	120.47	2011472		2011559		2011580	16.88	2011581	17.39
2011588	30.00	2011589	46.21	2011597		2011598	46.21	2011605	
2011606	0.78	2011608	68.85	2011609	68.85	2011621	100.17	2011632	
2011634	143.92	2011640	108.03	2011676		2011677	72.24	2011680	
2011681		2011708	116.06	2011709	141.44	2011713	40.69	2011725	3.48
2011742	311.09	2011756		2011759		2011796		2011797	164.45
2011798	118.02	2011799		2011800		2011802		2011805	
2011806		2011808		2011809		2011810	0.00	2011816	
2011817		2011818	85.88	2011820	156.77	2011821		2011822	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2011877	298.96	2011878	248.02	2011879		2011880		2011895	
2011896	108.44	2011897	69.12	2011900		2011913	193.80	2011923	45.31
2011924		2011925	46.68	2011926	63.00	2011939		2011944	90.43
2011945	90.43	2011981		2011982		2011983	117.55	2012001	
2012002		2012026	0.04	2012030	44.11	2012032		2012033	44.11
2012045	250.33	2012046		2012047		2012100	114.83	2012101	
2012103	79.99	2012143	114.08	2012144		2012154		2012155	104.53
2012156		2012157	114.39	2012158		2012163	89.76	2012164	
2012166	89.76	2012184	112.80	2012187		2012188		2012189	77.58
2012223	38.73	2012226	82.99	2012227		2012228	100.85	2012229	92.07
2012249	93.83	2012250	93.83	2012267	62.36	2012289		2012290	96.84
2012291	60.35	2012292		2012293	67.53	2012294	67.53	2012295	79.63
2012296	92.29	2012297	92.29	2012298	70.70	2012299	216.67	2012300	155.45
2012314		2012348	74.94	2012349		2012373	37.25	2012374	494.26
2012375	47.87	2012376	226.57	2012377	83.92	2012378	184.98	2012379	
2012380	49.54	2012381		2012382	44.07	2012408		2012437	
2012438		2012446	103.70	2012447		2012448	90.52	2012449	74.28
2012450	321.43	2012451	69.84	2012453		2012461	6.60	2012462	
2012524	94.23	2012525		2012530	104.32	2012537	0.00	2012539	228.53
2012540	33.97	2012541	58.87	2012587	111.29	2012588	80.56	2012589	
2012597		2012598	83.51	2012599	94.37	2012600	26.35	2012601	22.81
2012602	94.37	2012608	0.00	2012609	88.43	2012610		2012611	88.43
2012628		2012636		2012637	60.24	2012638	60.24	2012640	50.43
2012641	75.98	2012643	126.72	2012645		2012647	128.26	2012648	159.21
2012665	72.01	2012666	0.00	2012667		2012668	230.03	2012669	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2012670		2012672	40.11	2012673	41.33	2012676	72.40	2012679	
2012699		2012887		2013052	52.05	2013164	91.29	2013185	
2013186		2013187		2013188	98.52	2013241		2013242	
2013249	213.68	2013252	60.18	2013253		2013254	57.14	2013267	86.89
2013306	93.34	2013308	142.98	2013311	61.54	2013316	108.70	2013319	46.05
2013321		2013322	162.25	2013323		2013328	81.36	2013329	83.83
2013330		2013331	31.96	2013332	37.35	2013339	181.38	2013340	107.34
2013342	90.32	2013344	74.23	2013345	92.07	2013346	100.85	2013347	88.43
2013350	101.87	2013351	101.87	2013364	103.74	2013365	333.78	2013366	86.55
2013373		2013375	90.98	2013377	28.35	2013381	57.73	2013382	196.24
2013388	101.64	2013389	98.46	2013390	86.75	2013406	99.24	2013410	104.53
2013411	114.39	2013415	108.99	2013416	114.38	2013418	96.84	2013432	301.48
2013440	101.68	2013441	80.65	2013442		2013443	168.14	2013444	58.09
2013445	0.24	2013447	108.17	2013448	50.50	2013449	92.01	2013450	244.96
2013451	147.25	2013457	51.00	2013461	131.90	2013462	86.54	2013464	0.00
2013465	150.51	2013466	78.55	2013505	232.42	2013506	113.69	2013508	58.43
2013510	108.44	2013511	82.09	2013512	93.34	2013513	122.04	2013514	117.55
2013517	187.43	2013518	43.71	2013520		2013522	49.00	2013524	57.01
2013525		2013526	107.18	2013527	50.43	2013528	60.98	2013529	65.84
2013530	68.94	2013531	62.07	2013532	58.31	2013533	65.30	2013534	64.37
2013535	63.37	2013536	80.84	2013537	309.43	2013538	354.41	2013539	158.00
2013541	229.50	2013542	143.96	2013543	80.56	2013544	109.00	2013547	68.08
2013548	69.80	2013549	83.51	2013550	110.27	2013551	11.15	2013552	105.50
2013553	110.75	2013554	18.58	2013555	81.68	2013556	64.50	2013557	55.00
2013558		2013559	78.43	2013561	142.82	2013563	93.31	2013567	101.36

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2013568	104.97	2013569	115.82	2013570	153.64	2013572	68.97	2013573	65.65
2013574	95.25	2013575	95.25	2013576	181.61	2013577	123.46	2013579	88.22
2013581	82.00	2013582	187.44	2013584	78.76	2013585	105.91	2013586	152.45
2013587	162.74	2013588	173.05	2013594	86.35	2013596		2013597	224.41
2013599		2013606	0.05	2013607	0.00	2013610	66.54	2013612	62.01
2013613	32.64	2013614	46.24	2013615	51.14	2013616	54.60	2013618	
2013622	44.97	2013623	28.49	2013624	10.20	2013625	31.86	2013626	63.00
2013627	126.03	2013628	93.35	2013629	117.60	2013630	117.60	2013631	32.51
2013633	67.27	2013635	125.76	2013637	94.41	2013638	11.43	2013639	42.84
2013640	44.14	2013641	11.43	2013642	75.01	2013643	75.01	2013644	59.85
2013645	58.81	2013653	57.35	2013654	25.48	2013656	0.00	2013657	88.01
2013658	72.67	2013663		2013664	106.00	2013665	92.06	2013668	126.89
2013669	41.62	2013670	28.30	2013671	68.94	2013672	80.84	2013673	72.24
2013674	60.98	2013675	65.84	2013676	62.07	2013677	58.31	2013678	65.30
2013679	64.37	2013680	63.37	2013683	0.00	2013684	99.33	2013685	75.50
2013686	77.37	2013688	126.72	2013690	232.57	2013692	31.81	2013693	39.58
2013694	73.70	2013695	161.29	2013699	53.26	2013701	167.08	2013705	69.66
2013706	58.17	2013708	65.03	2013711	28.30	2013712	75.05	2013713	61.21
2013714	24.04	2013715	43.57	2013719	41.31	2013720	30.58	2013721	39.95
2013722	52.60	2013724	31.02	2013725	31.02	2013728	32.28	2013730	40.63
2013731	32.68	2013734	83.58	2013744	0.00	2013745	0.00	2013746	66.00
2013747	60.18	2013748	31.68	2013749	48.51	2013750	22.00	2013751	64.68
2013752	38.28	2013753	32.65	2013754	33.63	2013755	58.06	2013756	140.25
2013760	84.87	2013762	70.70	2013774	81.79	2013779	157.66	2013780	76.34
2013781	101.92	2013782	43.91	2013784	244.10	2013787	1.34	2013788	0.29

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2013789	69.12	2013791	273.05	2013795	205.99	2013796	0.81	2013797	240.56
2013798	114.42	2013800	217.29	2013801	76.84	2013803	98.17	2013804	74.59
2013805	24.17	2013806	24.17	2013807	24.17	2013808	24.17	2013809	37.87
2013810	37.87	2013811	33.75	2013812	33.75	2013813	34.77	2013814	20.35
2013817	73.48	2013819	32.97	2013820	56.97	2013821	71.23	2013822	71.23
2013823	12.42	2013824	32.97	2013826		2013827	44.68	2013829	52.04
2013830	94.57	2013831	170.06	2013833	38.25	2013836	63.72	2013837	50.20
2013838	96.97	2013839	0.55	2013840	67.27	2013841	45.44	2013842	65.64
2013843	87.35	2013845	81.29	2013847	42.84	2013848	35.39	2013850	40.17
2013851	40.17	2013852	49.42	2013853	49.42	2013854	50.92	2013855	86.23
2013856	143.68	2013858	92.25	2013859	149.25	2013860	44.70	2013862	52.23
2013863	74.02	2013864	74.02	2013866	246.22	2013868	55.54	2013873	77.44
2013874	77.44	2013875	106.96	2013879	66.84	2013880	66.84	2013881	68.86
2013882	64.20	2013884	267.02	2013886	72.74	2013887	107.45	2013888	124.50
2013890	74.95	2013891	61.54	2013892	20.01	2013893	98.99	2013894	
2013895	95.85	2013896	131.18	2013902		2013905	58.81	2013906	62.35
2013907	184.18	2013908		2013909	39.08	2013910		2013911	
2013912		2013913	99.24	2013914	78.82	2013915	105.63	2013916	205.02
2013925	119.97	2013927	0.82	2013928	3.03	2013929	80.00	2013931	98.20
2013932	49.42	2013934	0.12	2013935	89.60	2013937	64.50	2013938	101.32
2013943	24.95	2013944	75.05	2013945		2013946	19.81	2013947	44.38
2013948	54.23	2013949	108.11	2013950	44.77	2013952	40.41	2013953	20.70
2013954	36.95	2013955	12.30	2013956	0.00	2013957	44.17	2013958	108.11
2013959	53.91	2013960	59.85	2013962	0.00	2013965	74.77	2013966	63.00
2013967	78.06	2013969	72.92	2013970	70.77	2013974	81.98	2013975	102.27

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2013977	63.00	2013982	32.85	2013983	93.32	2013986	75.70	2013987	
2013994	123.78	2013995	86.79	2013996	175.41	2013997	272.06	2013998	145.61
2013999		2014000	53.08	2014001	100.85	2014002	190.93	2014003	232.85
2014004	156.41	2014005	88.86	2014007		2014013	58.04	2014014	58.04
2014015	60.94	2014016	59.80	2014018	78.33	2014019	94.08	2014020	0.00
2014021	60.73	2014022	73.99	2014023	58.13	2014024	39.00	2014025	51.81
2014026		2014027	97.51	2014028	105.38	2014029	4.40	2014030	185.71
2014032	134.49	2014033	98.17	2014034	64.20	2014035	10.65	2014036	113.38
2014037	113.38	2014038	0.34	2014041	45.22	2014043	86.89	2014044	89.56
2014045	0.54	2014046	0.54	2014047	46.25	2014048	60.51	2014049	60.51
2014050	55.03	2014051	46.93	2014052	45.55	2014054	5.26	2014055	130.01
2014057	90.01	2014058	46.34	2014059	105.23	2014060	60.46	2014061	0.10
2014080	17.75	2014081	24.92	2014082	24.92	2014083	37.11	2014084	37.11
2014085	37.11	2014086	15.18	2014087	15.18	2014088	23.14	2014090	0.21
2014091	0.00	2014092	0.00	2014093		2014100	2.68	2014102	0.02
2014103	62.57	2014105	71.78	2014106	71.78	2014107	0.00	2014116	60.46
2014117	62.29	2014118	112.61	2014119	112.61	2014120	116.57	2014121	116.57
2014122	61.60	2014124	142.82	2014125	205.60	2014126	51.96	2014128	234.51
2014129	131.30	2014130	296.16	2014131	180.31	2014132	197.21	2014134	102.46
2014135	131.97	2014136	60.45	2014137	86.08	2014138	6.21	2014139	38.36
2014142	66.33	2014143	103.52	2014144	0.00	2014145	156.51	2014147	195.17
2014148	82.95	2014150	91.29	2014151	244.16	2014152	88.83	2014155	107.44
2014156	23.96	2014157	37.80	2014158	85.98	2014160	80.42	2014161	180.86
2014162	118.60	2014163	184.32	2014168	99.77	2014170	88.45	2014173	4.28
2014175	92.53	2014176	46.99	2014177	96.41	2014178	62.35	2014180	101.48

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2014182	81.68	2014183	64.50	2014184	83.00	2014185	55.00	2014187	79.70
2014188	130.17	2014189	52.48	2014190	32.85	2014191	64.50	2014192	2.00
2014193	97.74	2014194	88.21	2014196	33.98	2014197	44.16	2014198	45.87
2014199	47.26	2014200		2014201	37.76	2014202	43.01	2014203	
2014204	55.54	2014205	79.52	2014206	40.69	2014207	39.52	2014208	
2014209	58.88	2014210	58.88	2014211	41.91	2014212	43.18	2014213	72.21
2014214	89.00	2014215		2014216		2014218		2014219	94.10
2014220	45.31	2014222	51.82	2014226	119.11	2014227	51.93	2014228	51.93
2014229	16.88	2014230	51.48	2014234		2014235	49.08	2014237	1340.91
2014238	76.79	2014239	33.74	2014240	53.14	2014241	78.17	2014242	88.31
2014243	76.79	2014244	14.53	2014245	74.95	2014255	57.73	2014256	142.40
2014257	40.41	2014258	449.25	2014259	228.67	2014261	54.88	2014262	53.26
2014263	59.21	2014264	10.20	2014265	24.60	2014266	1.75	2014267	11.75
2014268	11.75	2014270	7.64	2014271	43.70	2014274	0.00	2014275	70.00
2014276	36.08	2014278	232.72	2014279	237.75	2014280	181.14	2014281	279.03
2014282	280.00	2014283	304.71	2014286	87.73	2014287	37.80	2014288	39.65
2014289		2014290	171.38	2014291	74.94	2014292	195.31	2014293	105.97
2014294	127.95	2014296	111.22	2014297	122.71	2014298	110.27	2014299	65.73
2014300	60.35	2014303	40.12	2014305	31.68	2014309	17.75	2014311	9.35
2014316		2014318		2014326	40.12	2014330	120.00	2014333	
2014334	63.79	2014335	43.45	2014336	94.78	2014337	101.48	2014338	49.45
2014341	131.07	2014343	98.26	2014346	51.63	2014347		2014348	106.58
2014351	101.64	2014352	75.38	2014353	108.63	2014355		2014359	191.22
2014365		2014366		2014368		2014377		2014382	98.00
2014383	46.72	2014384	1.02	2014385	33.22	2014387		2014401	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2014434		2014438		2014452		2014453	78.34	2014454	64.35
2014456	55.33	2014457		2014458	235.26	2014460	158.00	2014461	11.22
2014466	18.47	2014473		2014474		2014477	67.06	2014478	48.17
2014480		2014481	43.45	2014488	201.35	2014490	124.47	2014500	269.96
2014502	27.74	2014503	51.69	2014504	49.88	2014505	0.00	2014506	57.03
2014507	17.16	2014508	46.26	2014509	22.98	2014511	0.00	2014520	10.44
2014521	39.82	2014523	51.06	2014524	63.20	2014528	0.78	2014531	66.90
2014532	66.90	2705000	60.54	2705004	0.00	2705006	156.16	2705007	139.35
2705008	100.62	2705009		2705010	106.85	2705011	0.01	2705012	0.06
2705014		2705015	88.90	2705016	51.69	2705017		2705018	307.36
2705019		2705020		2705021		2705022	0.00	2705029	
2705033		2705039	114.09	2705042	137.81	2705044	121.75	2705045	106.36
2705047	89.25	2705048	64.33	2705049	94.70	2705050	70.06	2705052	69.60
2705053	60.54	2705054	29.12	2705055	89.25	2705056	64.33	2705057	97.57
2705058	70.06	2705059	69.60	2705060	106.36	2705061	71.90	2705063	
2705065	207.58	2705066	161.57	2705067		2705068	83.38	2705069	
2705070	89.02	2705073		2705074	68.27	2705075	100.76	2705076	112.71
2705077	105.72	2705078	155.51	2705079	137.81	2705080	116.29	2705082	113.97
2705083		2705084	175.22	2705085		2705086	81.70	2705087	116.31
2705088	116.31	2705089	0.00	2705090	237.56	2705091	104.36	2705092	104.36
2705093		2705094	277.42	2705095	93.24	2705096	93.24	2705097	94.67
2705098	94.67	2705099	69.54	2705100	99.02	2705101	100.76	2705102	55.62
2705103	173.58	2705104	85.50	2705105	55.62	2705106	133.70	2705107	80.97
2705108	85.50	2705109	80.97	2705110	2.25	2705111	131.42	2705112	116.03
2705113	131.42	2705114	236.30	2705115	0.48	2705116	97.30	2705117	97.30

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2705118	126.46	2705120	118.70	2705122	195.04	2705124	184.10	2705126	0.00
2705127		2705128	97.73	2705129	131.52	2705130	22.71	2705131	89.86
2705132	196.21	2705133	163.97	2705134	124.70	2705135	166.36	2705136	135.17
2705137	69.93	2705138	164.06	2705139	97.50	2705140	97.50	2705141	0.00
2705143	126.40	2705147	95.66	2705148	95.66	2705149	0.00	2705150	0.00
2705151	99.24	2705152	22.57	2705153		2705154	96.21	2705155	
2705156	106.85	2705157		2705158	83.59	2705159	83.59	2705160	90.87
2705161	112.88	2705162	112.88	2705163		2705164	195.23	2705166	111.83
2705167		2705168	93.46	2705169	75.38	2705170	75.38	2705172	175.70
2705173	93.46	2705174	191.58	2705176	38.47	2705177		2705178	100.21
2705179		2705180	89.34	2705181	89.34	2705182	135.68	2705183	
2705184	196.69	2705185	159.80	2705186	22.68	2705188	240.23	2705189	
2705190	61.97	2705191		2705192	103.95	2705193	103.95	2705194	78.67
2705195	80.44	2705196	9.68	2705197	0.00	2705198	63.78	2705199	63.78
2705200	163.03	2705201	163.03	2705202	158.56	2705203	124.47	2705204	158.56
2705205	224.76	2705206	123.35	2705207	113.83	2705208	147.03	2705209	147.03
2705210	292.67	2705211		2705213	85.00	2705214		2705215	75.02
2705216		2705217	126.40	2705218	90.97	2705221		2705222	145.68
2705223	70.93	2705224	26.75	2705225	60.05	2705227	307.40	2705228	170.94
2705229	175.68	2705230	206.48	2705231	95.04	2705232	63.70	2705233	230.78
2705234	348.04	2705235	503.31	2705238	538.80	2705239	177.67	2705240	74.99
2705241	0.00	2705243	193.38	2705244	277.42	2705245	327.76	2705246	
2705247	296.42	2705248	16.59	2705249	445.01	2705250	165.21	2705251	146.41
2705252	0.00	2705253	280.48	2705256	95.09	2705257	352.18	2705258	88.19
2705259	263.05	2705282	293.83	2705283	267.29	2705284	221.87	2705285	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2705287	178.52	2705288		2705289	134.00	2705290	692.91	2705291	107.21
2705292	194.63	2705293	127.38	2705297	253.52	2705299	188.09	2705300	198.69
2705301	239.57	2705306	71.61	2705307	206.32	2705308	5.96	2705309	243.58
2705310		2705311	78.50	2705312	71.85	2705313	156.98	2705317	10.63
2705318	0.00	2705319	5.07	2705320		2705321	8.18	2705322	
2705327	71.81	2705328	0.00	2705329	43.78	2705330	0.45	2705332	190.13
2705333		2705334	17.08	2705335		2705336	148.79	2705337	98.47
2705338		2705339		2705340	78.69	2705341		2705342	0.00
2705343	88.10	2705344	49.06	2705345		2705346		2705347	
2705348	161.62	2705349		2705350	71.94	2705351	152.30	2705352	
2705353	113.90	2705354	110.55	2705355	124.12	2705356		2705357	164.17
2705359	0.02	2705360	45.23	2705361	28.00	2705362	105.14	2705363	
2705364	216.72	2705365	54.17	2705366	52.55	2705367	52.18	2705368	154.98
2705369	251.83	2705370	124.12	2705371	0.00	2705372		2705373	0.00
2705374	234.36	2705375		2705376		2705377	0.00	2705378	221.64
2705379	69.93	2705380	0.00	2705381		2705382	53.86	2705383	60.65
2705384		2705385	82.37	2705386	166.24	2705389		2705390	
2705391		2705392	38.47	2705393	100.62	2705394	0.00	2705395	178.88
2705396	85.00	2705397		2705398	150.14	2705399	150.14	2705400	99.24
2705402	79.06	2705403		2705405		2705406	103.73	2705407	103.73
2705408		2705409	97.81	2705410	82.67	2705411		2705413	132.10
2705414	154.67	2705415	71.77	2705416	105.16	2705417	105.16	2705418	131.09
2705420	0.00	2705421		2705422	0.00	2705423		2705424	
2705425		2705426	278.03	2705427	69.37	2705429		2705430	116.11
2705431	65.12	2705432	128.19	2705433	128.19	2705434		2705435	

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2705436	214.13	2705437		2705438	25.37	2705440	231.60	2705441	110.94
2705442	61.97	2705443	124.02	2705444	35.91	2705445	8.04	2705446	
2705447	170.37	2705448		2705449	103.99	2705450		2705451	95.31
2705452	95.31	2705453	63.26	2705458	148.49	2705459	102.70	2705460	107.08
2705461		2705462	88.04	2705463	113.70	2705464	113.70	2705465	104.33
2705466		2705467	124.47	2705468	113.83	2705469	123.35	2705470	115.10
2705471	131.11	2705472	68.16	2705473	81.20	2705474	237.19	2705475	183.64
2705476	116.06	2705478	66.85	2705480	158.11	2705481	90.87	2705482	108.14
2705483		2705484		2705485	98.77	2705486	92.74	2705487	98.20
2705488	129.00	2705489	41.31	2705490	115.06	2705491	125.26	2705492	74.24
2705493		2705494	807.69	2705495	100.22	2705496	64.12	2705497	108.90
2705498	120.85	2705499	58.55	2705500	46.77	2705501	97.85	2705502	86.35
2705503	110.75	2705504	81.98	2705505	93.82	2705506	93.82	2705507	72.29
2705508	76.82	2705509	97.34	2705513	86.00	2705515		2705516	94.58
2705517	115.50	2705519	0.00	2705520	152.78	2705522	86.34	2705523	
2705525		2705526	96.46	2705527	96.46	2705528	79.77	2705529	79.77
2705530	105.52	2705531	109.64	2705532		2705533	306.33	2705534	93.80
2705536	112.94	2705537	156.49	2705539	106.14	2705540	88.04	2705541	
2705542	116.11	2705543	202.33	2705544		2705545	250.24	2705546	39.10
2705547	143.23	2705548	53.15	2705558	110.55	2705559	88.90	2705565	116.90
2705566	159.14	2705567	131.76	2705568	130.96	2705569	96.70	2705570	109.34
2705571	94.91	2705572	239.95	2705573	111.98	2705574	176.77	2705575	84.45
2705577		2705578	62.38	2705579	93.80	2705584		2705589	
2705590		2705591		2705593		2705594		2705644	
2705645	162.90	2705647		2705648		2705649		2705651	62.49

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2705659	72.99	2705660		2705668		2705669	124.02	2705670	0.00
2705672	108.23	2705681	287.03	2705709	132.76	2705711	75.02	2705712	0.03
2705713		2705714	2.13	2705715		2705716	79.06	2705717	114.09
2705718		2705719	87.16	2705728		2705733	30.08	2705734	0.00
2705735		2705741	68.04	2705743	0.00	2705744	91.26	2705745	157.53
2705747	101.90	2705754	111.83	2705755	115.10	2705756		2705761	230.63
2705788	106.14	2705790		2705797	110.65	2705798		2705799	105.72
2705800		2705805	139.35	2705830		2705846		2705848	0.06
2705850		2705853		2705873	90.97	2705906		2705907	121.37
2705908	30.96	2705932	0.00	2706008	100.21	2706009	0.07	2706014	19.14
2706015		2706016	166.24	2706017	82.37	2706025	0.25	2706026	
2706031		2706042	94.70	2706043		2706044		2706045	
2706046		2706071		2706079		2706114	108.09	2706115	
2706116	176.02	2706118	65.12	2706127	186.71	2706128	35.91	2706133	147.80
2706134	135.68	2706135	88.68	2706136	72.99	2706141	86.79	2706142	63.26
2706143	119.25	2706144	94.81	2706145	148.79	2706146	133.11	2706147	113.97
2706148		2706150	73.14	2706151	94.81	2706152	119.25	2706154	98.77
2706155	86.62	2706156	86.62	2706157	103.67	2706159	259.23	2706160	222.36
2706164	92.74	2706165	84.45	2706166	110.75	2706167	81.98	2706168	86.35
2706169	97.85	2706170	86.34	2706171	98.20	2706172	129.00	2706173	41.31
2706175	152.92	2706177	97.81	2706178	82.67	2706179	131.09	2706184	100.22
2706185	99.90	2706186	111.98	2706187	64.12	2706188	103.76	2706189	112.94
2706190	108.90	2706191	70.57	2706192	162.29	2706193	8.88	2706194	274.60
2706195	0.00	2706196		2706197	78.09	2706198	78.09	2706199	70.08
2706200	70.08	2706201	75.79	2706202	75.79	2706203	72.08	2706204	72.08

WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>	WDID	<u>acft 2017</u>
2706206	68.04	2706207	81.35	2706208	153.17	2706209		2706212	130.64
2706213	97.73	2706214	166.02	2706216	126.05	2706217	108.23	2706218	161.62
2706222	103.99	2706223	70.93	2706224	184.63	2706225	46.77	2706226	58.55
2706227	76.82	2706228	68.27	2706229	72.29	2706232	109.64	2706233	97.34
2706234	105.52	2706235	155.76	2706236	197.63	2706237	198.42	2706239	71.61
2706240	109.34	2706241	116.90	2706244	88.10	2706246	7.58	2706247	
2706248	71.94	2706249	104.41	2706250	152.30	2706251	78.69	2706253	21.63
2706255	79.17	2706256	0.00	2706257	120.63	2706258	135.08	2706259	89.86
2706260	94.85	2706261	282.79	2706262	103.73	2706263	88.68	2706264	53.86
2706265	121.95	2706266	71.77	2706267	316.00	2706268	154.67	2706269	69.37
2706270	141.33	2706271	110.65	2706272	91.12	2706273	60.65	2706276	87.16
2706277	101.90	2706279	130.24	2706280	136.05	2706281	91.26	2706282	132.10
2706284	116.03	2706285	108.14	2706286	107.08	2706287	33.72	2706288	121.37
2706289	104.33	2706290	112.71	2706296	102.70	2706297	148.49	2706298	193.22
2706322	255.03	2706323		2706324	94.85	2706325	103.76	2706331	71.71
2706332	94.58								

3431 Total Number of Wells

Notes:

No wells were contracted into Subdistrict No. 1 in 2017.

6 additional wells meeting the definition of Subdistrict Wells were identified and added to the Subdistrict Well List in 2018 (2014531, 2014532, 2014523, 2011339, 2009428, 2014528).

5 wells from 2017 Subdistrict Well List does not meet the definition of a Subdistrict Well and was removed from the List in 2018 (2011898, 2005114, 2005124, 2005154 2005183).

APPENDIX B

Augmentation Wells and Map

Augmentation Plan Wells that are Part of a Farm Unit							
Case No.	Plan Type	Decreed Owner	Current Owner	WDID	Governed*		
00CW0019	Augmentation Plan	Ensz	Roger Enszt	2005728	Y		
				2005729	A		
				2011878	Y		
00CW0042	Augmentation Plan	J Cooley	James Cooley	2008692	Y		
				2014243	Y		
01CW0006	Augmentation Plan	K Cooley	Kim Cooley	2014013	Y		
				2014014	Y		
				2014016	Y		
07CW0064	Augmentation Plan	JDS Farms/Entz	JDS Farms & Allen Entz	2009165	NP		
				2009403	NP		
				2009405	NP		
81CW0069	Change of Water Right	Beard	John Slane	2705546	Y		
				2705547	Y		
81CW0072	Change of Water Right	Slane	Rob Jones	2006662	Y		
				2014257	Y		
82CW0017	Augmentation Plan	SRS Ranch	Gene Enszt	2008188	Y		
				2008189	Y		
				2008190	Y		
				2008191	Y		
				2008192	Y		
					Laverne Schmidt	2008188	Y
						2008189	Y
						2008190	Y
						2008191	Y
						2008192	Y
					Susie Nickel	2008188	Y
						2008189	Y
						2008190	Y
						2008191	Y
		2008192	Y				
89CW0045	Augmentation Plan	MV Pro Credit Assoc	Scidmore	2006555	A		
				2006633	Y		
96CW0005	Augmentation Plan	Kirkpatrick	Kirkpatrick	2008240	A		
				2008241	A		
				2013719	Y		

				2013720	Y
				2013721	Y
				2013722	Y
99CW0009	Augmentation Plan	Off Ranches	Cory Off	2009876	Y
				2013756	Y
99CW0025	Augmentation Plan	Bradley	Jim Bradley	2010235	Y
				2013884	Y
W-3847	Alt. Point of Diversion	Seger	Gary Seger	2005398	Y
				2005399	Y
*Footnotes:	Y	Yes, well is governed by Plan			
	NP	Wells are not participating in Plan			
	A	Wells are associated with other wells that are governed by Plan			

Description of Court Approved Augmentation Plans

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

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

The decree in Case No. 81CW69 specifically finds that the applicants sought to change their method of irrigation whereby the water diverted by the San Luis Valley Irrigation District and attributable to the applicants' land that was historically directly applied by flood irrigation, may be first used to recharge the unconfined aquifer and then withdrawn by a well for the irrigation by center pivot sprinkler of crops in the NE¹/₄ and the SE¹/₄ of Section 19, T41N, R10E, N.M.P.M. The decree authorized the applicants to construct two wells, Beard Irrigation Wells No. 2 and 3, into the unconfined aquifer to withdraw the water recharged for the irrigation of the described lands.

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

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

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=81CW0069>

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

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

The decree in Case No. 81CW72 authorized the construction of Slane Irrigation Well No. 3, Well Permit # 47246-F, WDID 2006662, to be located in the center of the NE¼ of Section 2, T40N, R10E, N.M.P.M. Withdrawals by that well, like the wells authorized under the decree in Case No. 81CW69, are limited by the amount of recharge credit accrued in accordance with the terms of the decree. Well WDID 2014257, Well Permit # 58972-F is an alternate point of diversion for Slane Irrigation Well No. 3 and is subject to the same limitations as Slane Irrigation Well No. 3 and is also a Subdistrict Well. Because these are not Augmentation Plan Wells, the lands irrigated by these wells are Subdistrict Lands within the ambit of the Amended Plan.

In 2017, the provisions of this case were not invoked and the owner instead elected to receive surface water credit which was used to offset pumping that occurred within the Subdistrict #1 Farm Unit. The owner notified Subdistrict #1 staff to not invoke the provisions of the case during the early part of the 2017 irrigation season. The owner received surface water credit for all 200.0 shares dedicated to the augmentation plan in the amount of 286.0. acre feet to offset pumping that occurred within the Subdistrict #1 Farm Unit for 2017.

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=81CW0072>

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

The application in this case sought an alternate point of diversion for Well #1, Case W-914, Permit #1970-R, WDID 2009876, and sought to increase the number of acres that could be irrigated by Well #1 and its alternate point of diversion. The original well, in combination with water available from applicant's shares in the Rio Grande Canal Water Users' Association and the Santa Maria Reservoir Company (SMRC), historically had been used to flood irrigate the SW¼ of Section 30, T40N, R7E, N.M.P.M. The decree granted the alternate point of diversion well and limited the combined annual withdrawal from the original well and the alternate point of diversion well WDID 2013756 to 132.2 ac-ft. per year for irrigation of the SW¼ of Section 30.

The augmentation plan portion of the decree authorizes the withdrawal of additional water beyond 132.2 ac-ft. through these two wells for purposes of irrigation on the SW¼ of Section 30, based upon recharge of applicant's surface water rights. The "augmentation credits" allowed under the decree are limited to the applicant's historical consumptive use from its *first use* of Rio Grande Canal (as opposed to reuse and successive use recognized by the Rio Grande Canal's recharge decree) and Santa Maria Reservoir Company water for irrigation of this land. Because the diversion of 132.2 ac-ft. by Wells #1 and #1A is considered in the decree to be the existing groundwater right of Well #1 and is not included in the augmentation plan, the injurious depletions from that use are remedied pursuant to the Amended Plan. Accordingly, these wells are Subdistrict Wells and the irrigated lands are Subdistrict Lands.

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

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=99CW0009>

Case No. 99CW25, Application of James Bradley

This case involved a change of water right to obtain an alternate point of diversion well and a plan for augmentation to increase the amount of water that could be withdrawn through both wells to irrigate the NW $\frac{1}{4}$ of Section 31, T40N, R7E, N.M.P.M. The wells involved are Well No. 2, Case No. W-1153, Permit # 727-R, WDID 2010235, and its alternate point of diversion, Well No. 2A, WDID 2013884. The decree limits the annual withdrawals from Wells No. 2 and 2A to 150 ac-ft. annually under the existing groundwater right of Well No. 2. The decree allows these wells to withdraw no more than 150 ac-ft. annually, or 510 ac-ft. in any 10 consecutive years pursuant to the plan for augmentation.

The plan for augmentation portion of the decree authorizes the applicant to recharge the water available to its shares in the Rio Grande Canal and Santa Maria Reservoir Company. The decree allows the applicant to increase the total annual withdrawals from the well for irrigation of the NW $\frac{1}{4}$ of Section 31 to the extent of the Allowable Pumping Credit calculated under the terms of the decree. The annual pumping credit is based upon the historical irrigation consumptive use that resulted from the *first use* of the surface water.

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

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

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=99CW0025>

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

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

recharging of the water available from the applicants' shares in the Rio Grande Canal and the Santa Maria Reservoir Company. The increased amount of water that can be withdrawn through the wells for irrigation in the E $\frac{1}{2}$ of Section 7 is based upon the quantity of water recharged as calculated by procedures set forth in the decree.

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

<http://cdss.state.co.us/onlineTools/Pages/WaterRights.aspx>

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

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

The plan for augmentation allows the wells to irrigate the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8 by pumping against credits accumulated from surface water recharge from one share in the Prairie Ditch. The decree contains the manner for quantification of the recharge credits and limits pumping by the wells for irrigation of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8 to the amount of accumulated augmentation credit. Nothing in the decree limits the exercise of the decreed water rights for the wells for the irrigation of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8.

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

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=00CW0042>

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

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

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

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

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=07CW0064>

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

This case involves an application for change of water rights and a plan for augmentation. The applicant owned approximately 946 acres comprised of Section 23 and the S $\frac{1}{2}$ of Section 22 and the north portion of Section 27, T40N, R6E, N.M.P.M. The land was historically served with water from the Rio Grande Canal, the Midland Ditch, and irrigation Wells No. 2, 4, and 5, Case No. W-713. The application proposed to plug the three existing wells and to construct five replacement wells, one each in the center of the NE $\frac{1}{4}$, NW $\frac{1}{4}$, SE $\frac{1}{4}$, and SW $\frac{1}{4}$ of Section 23 and the center of the SE $\frac{1}{4}$ of Section 22 all in T40N, R6E, N.M.P.M. At the time the application was filed, the applicant used the three original wells to operate five center pivots irrigating all of Section 23, the S $\frac{1}{2}$ of Section 22, and a portion of Section 27 using both groundwater and surface water rights. The decree granted the proposed change of water rights allowing the construction of the five wells as replacement wells and new points of diversion for the water rights decreed to the original three wells on the ranch. The court approved the plan for augmentation conditioned upon the applicant's continued ownership and recharge of the surface water available to its shares in the Rio Grande Canal and the Midland Ditch. All groundwater pumping from the 5 wells is to be fully augmented by the recharge of the surface water shares

identified in the decreed plan of augmentation and should not create net depletions from their operations.

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

The quarter section served by Well #1R is separately owned and was treated as Non-Benefitted Subdistrict Land with no Subdistrict fees assessed in 2017. This quarter section is part of a larger Farm Unit.

Well No. 3R and the quarter section it irrigates are also separately owned and are included in a larger Farm Unit. In 2017 this land was treated as Non-Benefitted Subdistrict Land, and no Subdistrict fees were assessed on this land.

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

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=82CW0017>

Case No. 89CW45, Application of Monte Vista PCA

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

The supplemental well's use of groundwater is offset by the quantity of water recharged by the applicant under the decree in 89CW45. Accordingly, the augmented portion per decree of the water diverted by the supplemental well, WDID 2006633, was not assessed a Variable Fee for 2017 and was not given surface water credit for the recharged surface water consumed by this practice. Because Well No. 5 had a pre-existing groundwater right that is not included in the plan of augmentation, it is a Subdistrict Well and the injurious stream depletions occurring from the original use are being remedied pursuant to the Amended Plan. Because a Subdistrict Well irrigates this land, the land is Subdistrict Land within the ambit of the Amended Plan.

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=89CW0045>

Case No. 96CW5, Application of George Kirkpatrick

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

This land is Subdistrict Land because it is irrigated by Wells #1 and 2 under their pre-existing groundwater rights, the injurious depletions from which are remedied by the Subdistrict pursuant to the Amended Plan as implemented by the ARP. Although the auxiliary wells operate pursuant to a decreed plan for augmentation, they irrigate Subdistrict Land that is also irrigated by Subdistrict Wells. While the auxiliary wells were not assessed a Variable Fee and no surface water credit was given for the water consumed by these wells in 2017, it is necessary to account for these wells in the Amended Plan in order to correctly determine the Farm Unit’s Variable Fee and surface water credit.

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=96CW0005>

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

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

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

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=01CW0006>

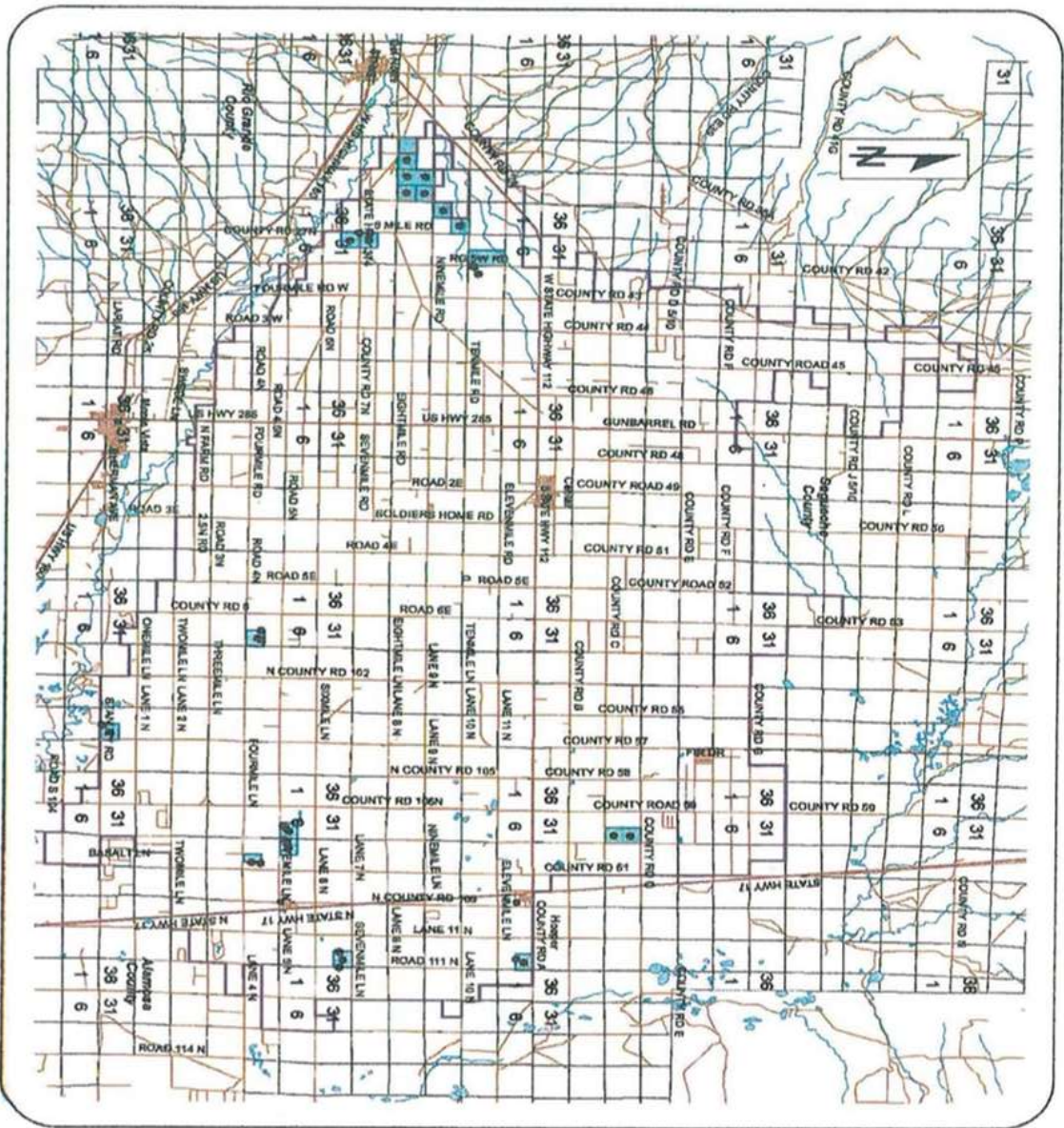
Case No. W-3847, Application of Gary Seger

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

The two alternate points of diversion (APD) wells are WDID 2005398, Permit # 25360-F, Well number 1A, W-3847 which irrigates the SW $\frac{1}{4}$ S13, T40N, R06E, N.M.P.M. and WDID 2005399, Permit # 25361-F, Well number 2-A, W-3847 which irrigates the NE $\frac{1}{4}$ S13, T40N, R06E, N.M.P.M. both in Rio Grande County, Colorado. These two wells are alternate points to WDID 2005933, Permit # 6885RR, Well Number 1, W-1231, WDID 2005931, Permit # 16941-F, Well Number 1 and WDID 2005932, Permit # 16940-F, Well Number 2 both of W-3325 which also irrigated the SE $\frac{1}{4}$ S13, T40N, R06E, N.M.P.M. and the SW $\frac{1}{4}$ S18, T40N, R07E, N.M.P.M.

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

<http://www.dwr.state.co.us/SharedUtils/WaterCourtDocs.aspx?div=3&caseNum=W3847>



**SPECIAL
SUBDISTRICT NO. 1**

Wells Associated with
Augmentation & Other Plans

- Legend**
- Dwg 3 Wells Aug Plans
 - Subdistrict_1_bndry2006Mar
 - Decreed Aug Plans
 - 00CW0019 Roger Ensz
 - 00CW0042 James Cooley
 - 01CW0008 Kim Cooley
 - 07CW0064 JDS Farms & Allen Entz
 - 81CW0069 John Slane
 - 81CW0072 Rob Jones
 - 82CW0017 Gene Ensz
 - 82CW0017 Laverne Schmitz
 - 82CW0017 Susie Nickel
 - 89CW0045 Scdmore
 - 96CW0005 Kirkpatrick
 - 99CW0009 Cory Off
 - 99CW0025 Jim Bradley
 - W-3947 Gary Seger



Prepared 1/15/2013



APPENDIX C

NRCS Forecast and Ten Day Report

Forecast Exceedance Probabilities for Risk Assessment Chance that actual volume will exceed forecast

UPPER RIO GRANDE BASIN	Forecast Period	90% (KAF)	70% (KAF)	50% (KAF)	% Avg	30% (KAF)	10% (KAF)	30yr Avg (KAF)
Rio Grande at Thirty Mile Bridge ²	APR-JUL	35	47	56	50%	67	83	113
	APR-SEP	38	54	66	51%	80	102	129
Alamosa Ck ab Terrace Reservoir	APR-SEP	7.2	12.3	16.4	51%	21	29	32
La Jara Ck nr Capulin	APR-SEP	23	30	35	51%	41	51	68
Trinchera Ck ab Turners Ranch	MAR-JUL	2.1	3.3	4.4	49%	5.6	7.8	8.9
	APR-JUL	1.45	2.7	3.8	46%	5	7.2	8.2
Sangre de Cristo Ck ²	APR-SEP	2	3	3.7	29%	4.6	6	12.6
Ute Ck nr Fort Garland	APR-SEP	0.13	1.16	2.4	15%	4.2	7.6	16.3
Platoro Reservoir Inflow	APR-SEP	1.27	2.6	3.8	30%	5.3	7.8	12.8
Conejos R nr Mogote ²	APR-JUL	23	29	33	59%	37	44	56
San Antonio R at Ortiz	APR-SEP	68	88	103	53%	120	147	194
Los Pinos R nr Ortiz	APR-SEP	1.31	2.4	3.4	22%	4.5	6.4	15.6
Culebra Ck at San Luis	APR-SEP	17.8	24	29	40%	34	42	73
Costilla Reservoir Inflow	APR-SEP	1.31	3.2	5	22%	7.2	11	23
Costilla Ck nr Costilla ²	APR-JUL	1.22	2.5	3.6	35%	4.9	7.2	10.3
	APR-JUL	1.04	3.4	5.9	25%	8.9	14.6	24

1) 90% and 10% exceedance probabilities are actually 95% and 5%

2) Forecasts are for unimpaired flows. Actual flow will be dependent on management of upstream reservoirs and diversions

3) Median value used in place of average

RIO GRANDE COMPACT
April 9, 2018 Analysis (300,000 Acre-feet)
Closed Basin Project Split: 60/40

RIO GRANDE BASIN

DWR 4-9-2018 Forecast of
 April - September Index
 Flows = 217,000

Index Supply

		January	10,500 *
		February	10,200 *
J-M & O-D volume	83,000	March	15,400 *
		April - September	217,000 forecast
		October	23,700 estimate
		November - December	23,200 estimate
Obligation =	75,000	Total	300,000

Deliveries

Delivery Obligation

Req Deliv - 0.0%
 Total Index 240,700

January	13,100 *
February	14,900 *
March	17,100 *
April - October	- needed
Nov - Dec native	23,000 estimate
Total	68,100

	Net Carryover Credit in E.B.	1,000	estimate
	Paper Credit	5,000	
Adjustments	SC Norton Drain Flow	(2,000)	estimate
to the	Remaining CBP Share	3,600	estimate
Delivery	Release of Stored Compact Water	-	estimate

Delivery Credit 75,700

Expected Dec. 31, 2017 Compact Delivery Status 700

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 60% of the Closed Basin Project flows are creditable to the Rio Grande (Projected delivery of creditable CBP production to the Rio Grande is 8,000 acre-feet)
- Assumes no recharge diversions after November 1, 2018
- Trinchera Creek flow to the Rio Grande will increase delivery

RIO GRANDE COMPACT
April 9, 2018 Analysis (140,000 Acre-Feet)
Closed Basin Project Split: 60/40

CONEJOS RIVER BASIN

DWR 4-9-2018 Forecast of
 April - September Index

Flows = 113,400

Index Supply

Conejos =	88,000	January	3,600	*
Los Pinos =	22,900	February	3,400	*
San Ant. =	2,500	March	5,900	*
		April - September	113,400	forecast
J-M & O-D volume	26,600	October	7,500	estimate
		November - December	6,200	estimate
Obligation =	16,000	Total	140,000	

Deliveries

Delivery Obligation

Required Delivery - 0.0%
 Native Index 120,900

January	4,200	*
February	4,200	*
March	4,100	*
April - October	-	needed
Nov - Dec native	6,000	estimate
Total	18,500	

	Net Carryover Credit in E.B.	(1,500)	estimate
Adjustments	Paper Credit	5,000	
to the	SC Norton Drain Flow	2,000	estimate
Delivery	Remaining CBP Share	2,400	estimate
	Release of Stored Compact Water	-	estimate

Delivery Credit 26,400

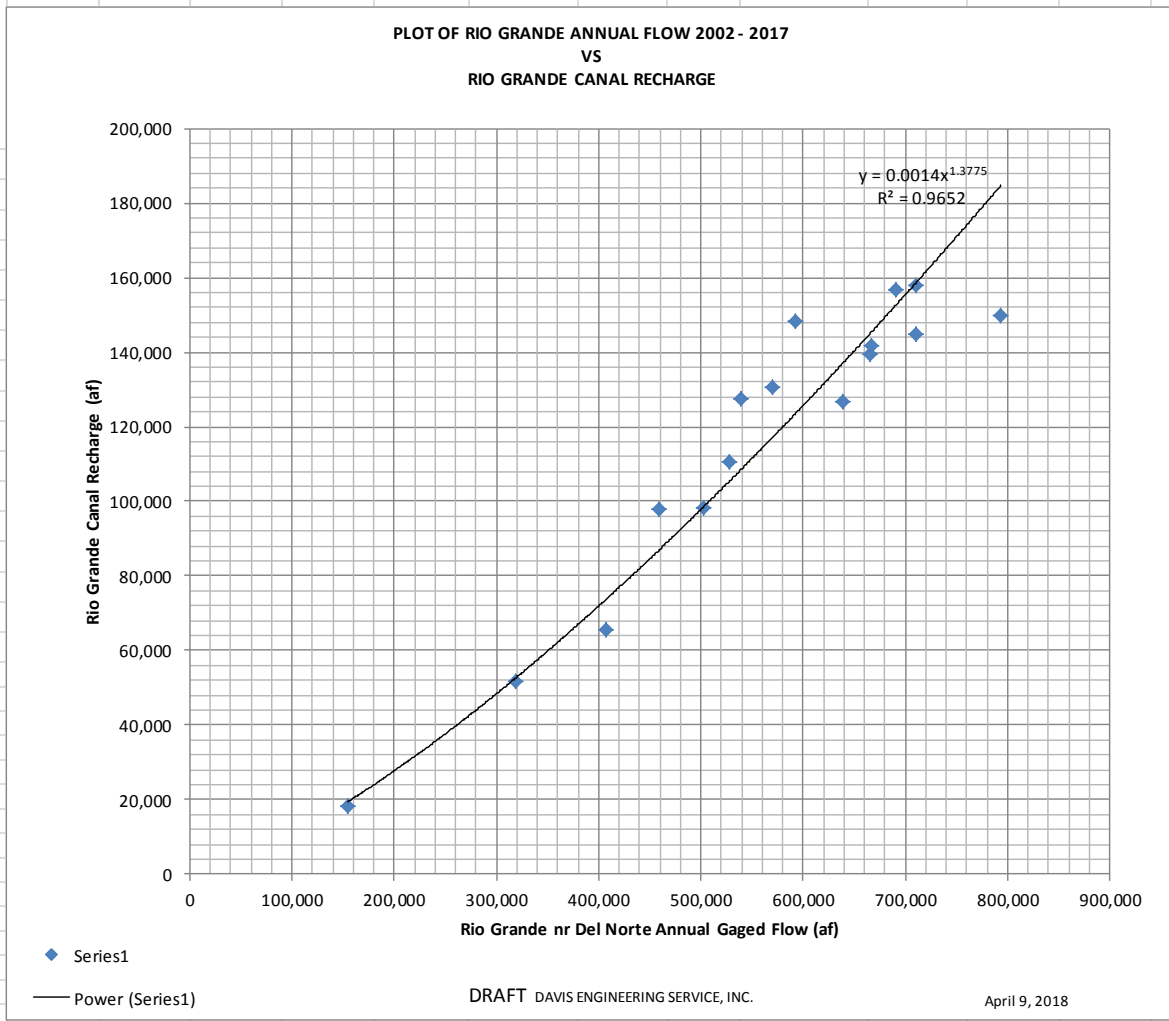
Expected Dec. 31, 2018 Compact Delivery Status 10,400

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 40% of the Closed Basin Project flows are creditable to the Conejos
 (Projected delivery of creditable CBP production to the Rio Grande is 8,000 acre-feet)

APPENDIX D

Projected Recharge Credits

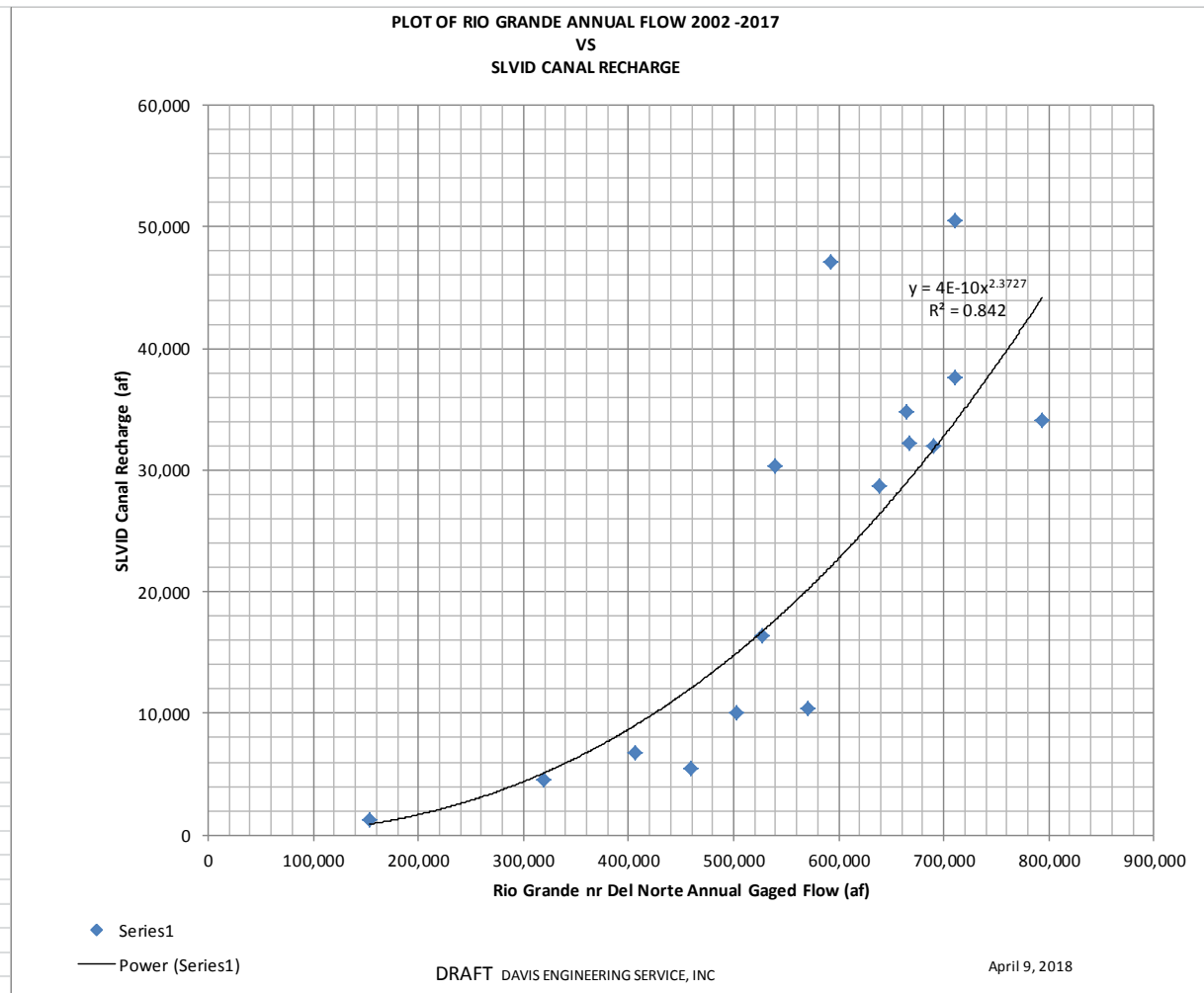
Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Rio Grande Canal (af)
2002	154156	18152
2003	319207	51556
2004	527758	110660
2005	793751	149727
2006	570183	130720
2007	710158	157807
2008	710073	144829
2009	593074	148446
2010	539367	127687
2011	502740	98189
2012	406900	65632
2013	459700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



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

x = 2017 Forecast Rio Grande Flow = 300,000 af
 $y = 0.0014(300,000)^{1.3775} = 49,075.25$ af

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

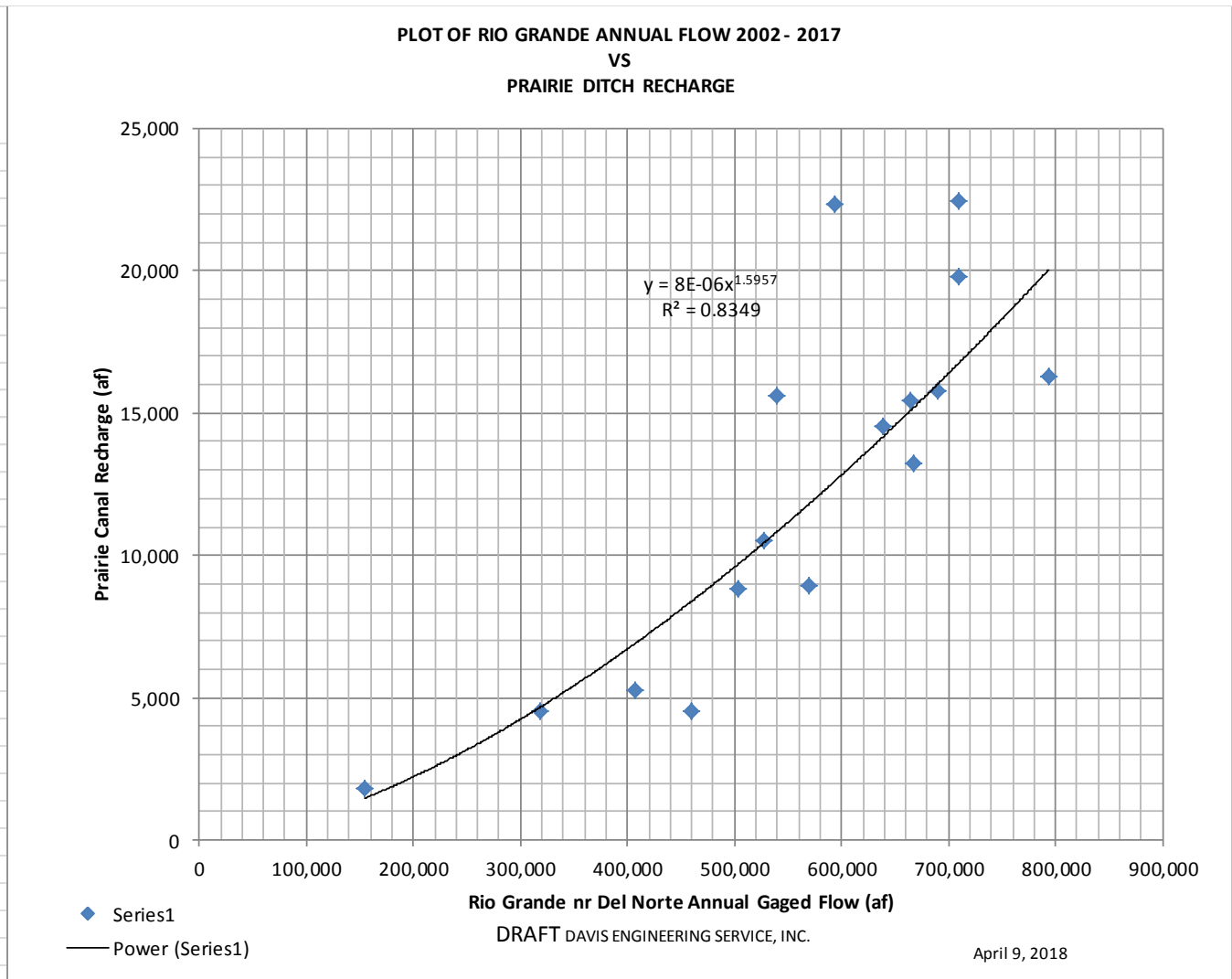


y = SLVID Canal Recharge
x = Rio Grande nr Del Norte Flow

x = 2017 Forecast Rio Grande Flow = 300,000 af

$$y = 0.0000000004(300,000)^{2.3727} = 3,959.37 \text{ af}$$

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



y = Prairie Ditch Recharge

x = Rio Grande nr Del Norte Flow

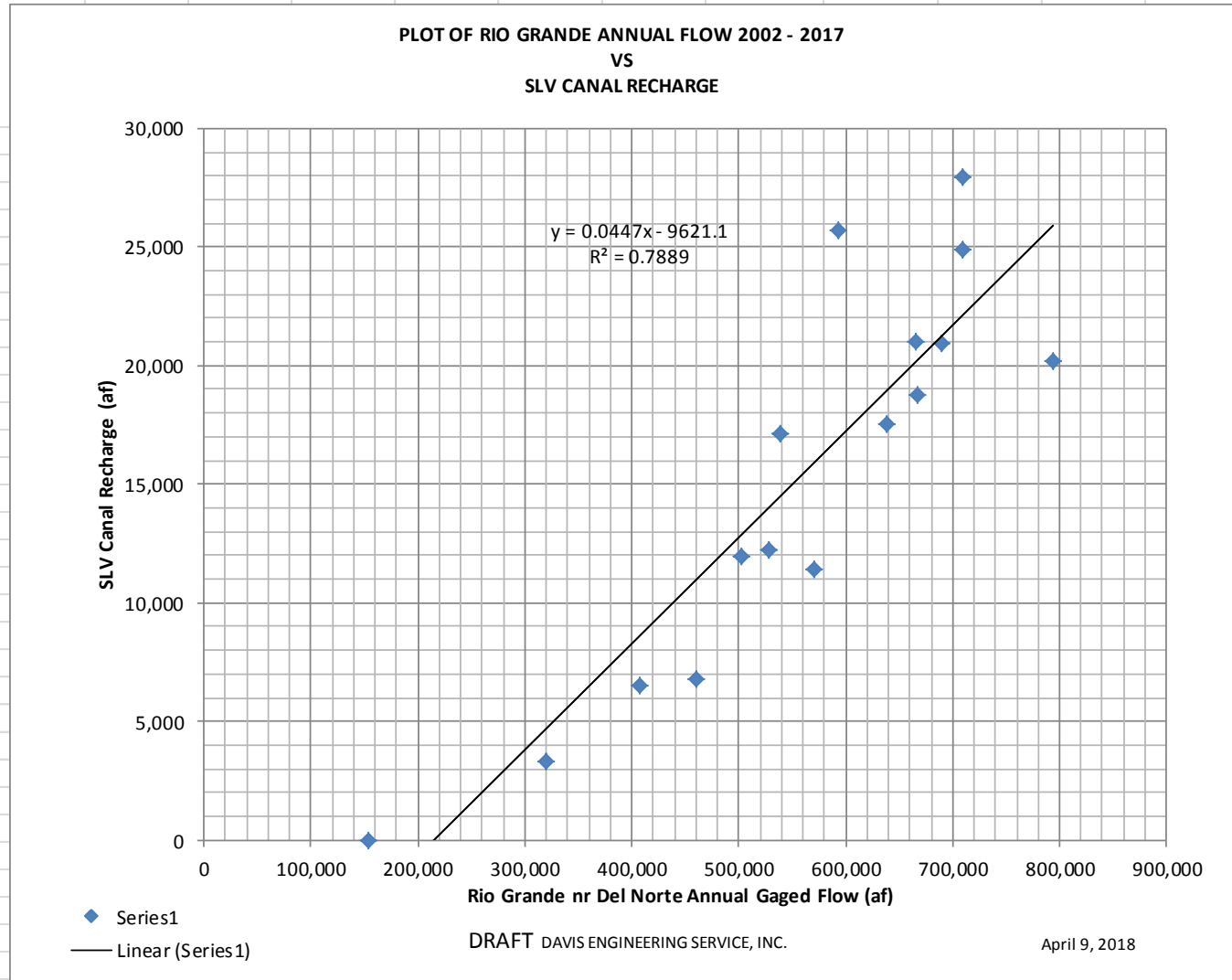
x = 2017 Forecast Rio Grande Flow =

300,000 af

$y = 8E-06(300,000)^{1.5957} =$

4,394.73 af

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



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

x = 2017 Forecast Rio Grande Flow = 300,000 af
y = 0.0447 (300,000) - 9621.1 = 3,788.90 af

APPENDIX E

Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares

Allocated to Fields on Subdistrict No. 1 2017 Farm Units

WDID	Structure Name	Amount	Pro-rata Units
2000546	BILLINGS D	338.00	shares
2000556	BUTLER D	5.80	cfs priority
2000627	EXCELSIOR D	2.00	shares
2000631	FARMERS UNION CNL	60,520.25	acres
2000699	KANE CALLAN D	24.00	cfs priority
2000736	MCDONALD D	7.40	shares
2000798	PRAIRIE D	244.80	shares
2000798	PRAIRIE D	7.00	D&L
2000798	PRAIRIE D	3.00	McD
2000812	RIO GRANDE CNL	6,524.70	shares
2000812	RIO GRANDE CNL	4,635.80	SM
2000812	RIO GRANDE CNL	918.40	in SpW
2000814	RIO GRANDE D 2	3.00	cfs priority
2000829	SAN LUIS VALLEY CNL	10,672.10	shares
2700518	GREEN D NO 1	16.34	cfs priority
2700523	JOHNNIE SMITH D NO 1	21.35	cfs priority
2700523	JOHNNIE SMITH D NO 1	20.00	cfs
2700533	MCLEOD D NO 3	0.65	cfs priority
2700714	MCLEOD D NO 4 & 5	3.12	cfs priority

APPENDIX F

Documentation of Water Purchases

LEASE AGREEMENT

FOR USE OF TRANSMOUNTAIN WATER AND TEMPORARY USE OF STORAGE SPACE IN BEAVER PARK RESERVOIR

This Lease Agreement for Use of Transmountain Water and Temporary Use of Storage Space in Beaver Park Reservoir ("Lease Agreement") is entered into this ___ day of May, 2013 (hereinafter the "Effective Date"), by and between the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission ("CPW") and Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") (collectively, the "Parties").

RECITALS

- A. Subdistrict No. 1 is a political subdivision of the State of Colorado, organized and existing under Article 48 of Title 37, C.R.S., and approved by the District Court of Alamosa County in Case No. 2006CV64, for the purpose of carrying out water planning and water management functions within the San Luis Valley.
- B. Subdistrict No. 1 seeks 250 acre-feet of fully consumable water and temporary use of storage space in Beaver Park Reservoir in order to help satisfy the requirements of its Annual Replacement Plan for the Plan of Water Management for Subdistrict No. 1 decreed by the Division No. 3 Water Court in Case Nos. 2006CV64 and 2007CW52 on May 27, 2010.
- C. CPW is a division of the Colorado Department of Natural Resources organized and existing under and pursuant to Articles 1, 9 and 10 of Title 33, C.R.S.
- D. CPW owns the absolute transmountain water rights decreed to the Tabor Ditch No. 2 and Tabor Ditch No. 2 Enlargement (collectively the "Tabor Ditch No. 2 Water Rights"), which originate in Water Division No. 4 and are used in Water Division No. 3. The Tabor Ditch No. 2 Water Rights were originally decreed on March 30, 1960 in Case No. CA6981 in the District Court for Montrose County. Such water rights were subsequently changed through a decree entered on December 29, 1979 in Case No. 3549 in the District Court for Hinsdale County.
- E. CPW also owns Beaver Park Reservoir, which is an on-channel reservoir located in Sections 27, 28, 33 and 34 of T39N, R3E and Section 3 of T38N, R3E N.M.P.M. in Rio Grande County, Colorado, with a decreed storage capacity of 4,758 acre feet. Beaver Park Reservoir currently has a storage restriction imposed by the State Engineer that limits its maximum capacity to approximately 2,564 acre-feet, at a gage height of 62.3 feet.
- F. Subject to the terms and conditions of this Lease Agreement and in exchange for monetary compensation from Subdistrict No. 1, CPW is willing to provide Subdistrict No. 1 with the right to use 50 acre feet of storage space in Beaver Park Reservoir and 250

acre-feet of transmountain water previously stored in Rio Grande Reservoir under the Tabor Ditch No. 2 Water Rights.

AGREEMENT

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

1. **Consideration.** Subject to the terms and conditions contained in this Lease Agreement, CPW grants Subdistrict No. 1: (1) the right to re-use or successively use 250 acre-feet of fully-consumable transmountain water previously diverted under the Tabor Ditch No. 2 Water Rights and stored in Rio Grande Reservoir; and (2) the right to use 50 acre-feet of storage space in Beaver Park Reservoir. In exchange for and on the Effective Date, Subdistrict No. 1 shall pay CPW \$62,500 for the 250 acre-feet of leased water and \$3,900 for the right to use 50 acre-feet of storage space in Beaver Park Reservoir, for a total payment of \$66,400. No further payment, monetary or otherwise, is required by either Party. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease Agreement.

2. **Term of Lease Agreement.** This Lease Agreement is for a term commencing on the Effective Date and terminating on April 30, 2014. This Lease Agreement is for a single term only and is not renewable.

3. **Agreement to Lease 250 acre feet of Tabor Ditch No. 2 Water Rights.** Subject to the terms and conditions in this Lease Agreement, CPW agrees to deliver 250 acre-feet of transmountain water that was previously diverted and stored under CPW's Tabor Ditch No. 2 Water Rights. The 250 acre-feet of water that is the subject of this Lease Agreement is currently stored in Rio Grande Reservoir. The 250 acre-feet need not be used by Subdistrict No. 1 prior to the expiration of the term of this lease and said water will remain under control of the Subdistrict after expiration of this lease.

A. **Delivery of Tabor Ditch No. 2 Water.** CPW shall deliver to Subdistrict No. 1 the 250 acre-feet of Tabor Ditch No. 2 Water Rights leased herein at Rio Grande Reservoir on the Effective Date.

B. **Limitations on Use of Leased Water.**

i. **Preservation of CPW's Tabor Ditch No. 2 Water Rights.** Subdistrict No. 1's use of CPW's transmountain water right is not intended to, and does not, transfer any legal or equitable title or interest to any part of the Tabor Ditch No. 2 Water Rights to Subdistrict No. 1. Furthermore, the Parties understand and agree that by permitting Subdistrict No. 1 to use and fully consume the 250 acre-feet of transmountain water leased herein, CPW does not intend to abandon, and does not abandon, relinquish, or forfeit any other amount of the Tabor Ditch No. 2 Water Rights.

ii. **Use, Re-Use and Successive Use of the 250 acre-feet of Stored Tabor Ditch No. 2**

Water Rights. Subdistrict No. 1 shall use the leased water to satisfy some of its annual replacement obligations. Subdistrict No. 1 shall not jeopardize CPW's Tabor Ditch No. 2 Water Rights by taking any action that causes or could potentially cause a reopening of the Tabor Ditch No. 2 Water Rights Decree, including but not limited to applying for an administrative or judicial change of water right. If the leased water is included in Subdistrict No. 1's applications for approval of a Substitute Water Supply Plan ("SWSP") and Annual Replacement Plan, Subdistrict No. 1 shall work cooperatively with CPW to make clear to the Division of Water Resources that Subdistrict No. 1 does not seek an administrative change of any portion of the Tabor Ditch No. 2 Water Rights but, instead, seeks the right to re-use and successively use the 250 acre-feet of water leased herein. The "Tabor Ditch No. 2 Water Rights Decree" means that decree entered on December 29, 1979 in Case No. 3549 in the District Court for Hinsdale County, attached hereto as **Exhibit A**. To that end, Subdistrict No. 1's use of the 250 acre-feet of water leased herein shall be limited to the following: (a) any of the uses explicitly set forth in the Tabor Ditch No. 2 Water Rights Decree; and (b) any re-use or successive use. Subdistrict No. 1 shall be solely responsible for tracking, accounting for, and receiving any necessary administrative or judicial approvals for the use, re-use or successive use of the 250 acre-feet of water leased herein.

iii. Assessment of Evaporation, Seepage and Transit Losses. Beginning on the Effective Date, Subdistrict No. 1 shall bear all seepage, evaporation and transit losses on the 250 acre-feet of water leased herein.

4. Agreement to Provide Storage Space in Beaver Park Reservoir. Subject to the terms and conditions contained in this Lease Agreement, CPW agrees to provide Subdistrict No. 1 with the right to use up to 50 acre-feet of storage space in Beaver Park Reservoir (hereinafter also referred to as the "Leased Storage Space") over the term of this Lease Agreement.

A. Limitations on Subdistrict No. 1's Right to Store in Beaver Park Reservoir.

i. Preservation of CPW's Property and Water Right Interests. Use of the Leased Storage Space by Subdistrict No. 1 is not intended to, and does not, transfer any legal or equitable title or interest to any part of Beaver Park Reservoir to Subdistrict No. 1. By permitting the storage of Subdistrict No. 1's water rights in the Leased Storage Space, CPW does not intend to abandon, and does not abandon, relinquish, or forfeit any amount of the water storage rights that are owned by CPW and decreed to Beaver Park Reservoir.

ii. Storage by Exchange. If Subdistrict No. 1's water rights will be stored by way of exchange, Subdistrict No. 1 is responsible for ensuring there is exchange potential and that Subdistrict No. 1 receives any and all approvals necessary to accomplish the exchange. CPW does not guarantee that exchange capacity will be available in the amounts, in the rates, or at the times requested by Subdistrict No. 1. In the event both Parties want to simultaneously run an exchange within all or a part of the same reach and the available exchange potential is insufficient to cover both exchanges, CPW will have priority over Subdistrict No. 1 for use of the exchange potential.

- iii. Temporary Suspension of the Right to Store. CPW may temporarily suspend Subdistrict No. 1's use of the Leased Storage Space if the storage capacity in Beaver Park Reservoir is limited, by physical storage limitations or application of state law, rule, or administrative or judicial order, to any amount less than the storage capacity lawfully available on the Effective Date of this Lease Agreement. Under such circumstances, CPW may suspend Subdistrict No. 1's use of the Leased Storage Space, in whole or in part, until such limitation is removed. Suspension of Subdistrict No. 1's right to store shall not constitute a default or breach by CPW.
 - iv. Termination of Right to Store. If CPW is unable to store or release Subdistrict No. 1's water rights from Beaver Park Reservoir by reason of act of God or other force beyond its control, State law, rule or order, or any other cause or causes beyond CPW's reasonable control, then this Lease Agreement shall terminate and be of no further force or effect. Such termination shall not constitute a default or breach by CPW.
 - v. Water Rights. Subdistrict No. 1 is solely responsible for assuring that all water rights held in the Leased Storage Space may be legally diverted and stored in Beaver Park Reservoir.
- B. Beaver Park Reservoir Storage Operations.**
- i. General Reservoir Administration. CPW shall be solely responsible for the operation, maintenance, and repair of Beaver Park Reservoir, including the storage and release of Subdistrict No. 1's water from Beaver Park Reservoir. CPW shall store and release Subdistrict No. 1's water as requested by Subdistrict No. 1 provided that Subdistrict No. 1 notifies CPW of such request 12 hours in advance. Notwithstanding any other provision of this Lease Agreement, CPW retains the right to operate the reservoir, and to store, release, or spill water therefrom at such times and in such manner as CPW, in its sole discretion, deems necessary for proper reservoir management, including but not limited to, all releases necessary for maintenance, repair, dam safety and compliance with administrative or judicial orders.
 - ii. Assessment of Evaporative Losses. Subdistrict No. 1 shall bear ratably any evaporation losses assessed by the State or Division Engineers in proportion to the total volume of water it stores in Beaver Park Reservoir.
 - iii. Assessment of Transit Losses. When Subdistrict No. 1 requests releases of water from storage, Subdistrict No. 1 shall take delivery of its water immediately downstream of the end of the outlet works of Beaver Park Reservoir, and shall be responsible for all transportation losses assessed against that water in its delivery to other locations of storage or use.
 - iv. Remaining Diversion, Storage and Outlet Capacity. CPW shall have the right to use the entire unrestricted storage capacity of Beaver Park Reservoir, except for the Leased

Storage Space, the entire capacity of its outlet works, and all inflow to Beaver Park Reservoir, in order to store all water lawfully available to it. Subdistrict No. 1 shall have the right to use the capacity of outlet facilities not used by CPW.

- v. **Reservoir Accounting.** CPW and Subdistrict No. 1 shall agree upon and use a reservoir accounting procedure to effectuate the accounting for the storage of water under this Lease Agreement. The accounting procedure shall contain, at minimum, all information reasonably requested by the Division Engineer.

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

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

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

CPW:

Rick Basagoitia (Area Wildlife Manager), Tony Aloia (Wildlife Technician) or Matt Thorpe (District Wildlife Manager)
CPW
Monte Vista Office
0722 South Rd 1 East
Monte Vista, CO 81144
(719) 587-6900
Rick.Basagoitia@state.co.us, Tony.Aloia@state.co.us or Matt.Thorpe@state.co.us

SUBDISTRICT NO. 1:

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

8. General Provisions.

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

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

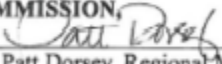
- H. **Entire Understanding.** This Lease Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have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

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

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

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

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

By: 
Patt Dorsey, Regional Manager

Date: 16 May 13

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

By: 
Steve Vandiver, General Manager

Date: 5/13/13

LEASE AGREEMENT
FOR USE OF PIEDRA WATER

This Lease Agreement for Use of Piedra Water ("Lease Agreement") is entered into this ²⁶ day of ~~May~~ ^{June} 2014 (hereinafter "Effective Date"), by and between the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission ("CPW") and the Water Activity Enterprise of Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") (collectively, the "Parties").

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

By: 

Chad Bishop, Assistant Director Wildlife and Natural Resources

Date: 5/27/2014

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

By: 

Steve Vandiver, General Manager

Date: 6/10/14

PURCHASE AGREEMENT FOR TRANSMOUNTAIN WATER

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

RECITALS

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

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

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

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

SELLER: Sid Klecker, representative for Klecker Ranch Inc.

By: Sid Klecker

Date: 3-24-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/24/14

PURCHASE-OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

1. Purchase and Option Agreement.

- 1.1. The Seller hereby grants to the RGWCD, subject to the terms of this Agreement, an option to purchase 1,000 a.f. of transmountain water currently in storage in Rio Grande Reservoir ("Stored Water").
- 1.2. Term of Agreement. This Agreement begins on the date of acceptance of this Agreement by both the Seller and the RGWCD, which date shall be the "Effective Date." If the RGWCD exercises its Option to purchase the Stored Water, the Agreement will continue until title to the Stored Water has been transferred to the RGWCD. If the RGWCD has not exercised its Option to purchase the Stored Water as of midnight on July 1, 2012, the Agreement shall terminate.
- 1.3. Option Payment. Within ten business days after acceptance of this Agreement the RGWCD must pay to Seller \$3,500.00 as a non-refundable Option Payment to secure its option to purchase the Stored Water. If the RGWCD fails to make the Option Payment within this period of time, then this Agreement automatically terminates.
- 1.4. Exercise of Option. On or before July 1, 2012, the RGWCD must notify the Seller in writing of if its desire to exercise its option under this Agreement.

1.5. Purchase Price.

- 1.5.1. The purchase price for the 1,000 a.f. of water being optioned under this Agreement is \$50,000.00.
- 1.5.2. The RGWCD shall receive credit for its option payment of \$3,500 at the time of purchase.
- 1.5.3. The RGWCD must pay the full Purchase Price within ten business days of its exercise of the Option.

1.6. If the RGWCD fails to pay when due the purchase payment required herein, then this Agreement will terminate and Seller shall retain the option payment and title to the Stored Water.

1.7. Water Subject to the Agreement. The water subject to this Agreement is 1,000 a.f. of water in storage in the Rio Grande Reservoir. After the Effective Date the Seller will not be entitled to use or dispose of the Stored Water while the Agreement remains in effect.

1.8. During the term of this Agreement Seller shall bear any seepage or evaporation losses on the subject water. Upon the exercise of the option a total of 1,000 a.f. will be transferred to the RGWCD and thereafter the RGWCD shall bear all seepage, evaporation and transit losses on the subject water.

1.9. RGWCD is responsible for obtaining any approvals necessary for RGWCD's proposed use and delivery of the Stored Water.

2. Seller's Obligations and Representations.

2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.

2.2. Evaporation and Seepage Losses. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water. If the RGWCD elects to exercise its option under this Agreement, Seller will deliver a total of 1,000 a.f. of water to the RGWCD.

2.3. No Use of Water. Seller agrees that during the term of this Agreement it is not entitled to use or dispose of the Stored Water subject to this Agreement, and that Seller will not call for the release of the same.

2.4. Notice to Reservoir Owner. Upon RGWCD's exercise of the Option, Seller will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.

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

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

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

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

5. Remedies. In the event of Seller's default in the performance of this Agreement, the RGWCD's remedies shall include, but not be limited to, the remedy of specific performance. In the event of the RGWCD's default hereunder, Seller's sole and exclusive remedy shall be to retain all payments made by the RGWCD prior to the date of the default, and to retain any water not paid for by the RGWCD.
6. Miscellaneous Provisions.
- 6.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those which are set forth in this Agreement, no representations, warranties, or agreements have been made by the Seller or the RGWCD to one another with respect to this Agreement.
- 6.2. Survival. Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date

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

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

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

Seller:


Navajo Development Co., Inc.

Date 8/4/11

ACCEPTED:

Rio Grande Water Conservation District

By: _____
George Whitten

_____ Date

Title: _____
President

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

Seller:

Navajo Development Co., Inc.

Date

ACCEPTED:

Rio Grande Water Conservation District

By: _____
George Whitten

8-3-11

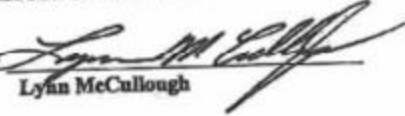
Date

Title: _____

President

Acknowledgement:

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

By: 
Lynn McCullough

8/4/11
Date

Title: _____
President

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

C. The RGWCD desires to purchase 300 acre-feet ("a.f.") of transmountain water currently being held in storage in the Rio Grande Reservoir from the Seller on the terms set forth below.

AGREEMENT

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

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

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

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

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

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

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

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

Seller:

John A. Parker
Navajo Development Co., Inc.

Date 8/24/12

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten
George Whitten

Date 8/29/12

Title: President
President

Acknowledgement:

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

By: Brian D. Brownell
~~Lynn McCullough~~ Brian Brownell

Date 8/29/12

Title: _____
President

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

1. Subject to the terms of this Agreement, the RGWCD agrees to purchase 100 a.f. of transmountain water currently in storage in Rio Grande Reservoir ("Stored Water").
 - 1.1. Purchase Price of Stored Water. The purchase price for the 100 a.f. of Stored Water under this Agreement is \$25,000, due and payable within ten business days after the Effective Date, as defined in paragraph 1.3 of this Agreement.
 - 1.2. Purchase Price of Additional Water. The purchase price for up to 100 a.f. of Additional Water under this Agreement shall be \$250.00 per acre foot of

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

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

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

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

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

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

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

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

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

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

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

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

Seller:

John N. Pacheco
Navajo Development Co., Inc.

July 1, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten
Title: President
President

7/22/13
Date

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell
Title: President
President

7/23/13
Date

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

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

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

6. The RGWCD is responsible for obtaining any approvals necessary for the RGWCD's proposed use and delivery of the Stored Water and the Additional Water

2. Seller's Obligations and Representations.

2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.

2.2. Evaporation and Seepage Losses; Notice to Reservoir Owner. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water and the Additional Water. Upon the receipt of payment from the RGWCD for the Stored Water pursuant to this Agreement, Seller will deliver a total of 250 a.f. of water to the RGWCD, and will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water. Upon the receipt of payment from RGWCD for up to 50 a.f. of the Additional Water made available pursuant to this Agreement, Seller will deliver such water to the RGWCD, and will notify the owner of Rio Grande Reservoir of the change in ownership of the Additional Water.

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

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

To RGWCD: Steve Vandiver

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

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

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

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

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

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

Seller:

John H. Pacheco
Navajo Development Co., Inc.

July 1, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

Title: President
President

7/22/13
Date

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell

Title: President
President

7/23/13
Date

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

Seller:

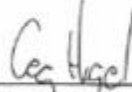


Navajo Development Co., Inc.

Date 12/19/14

ACCEPTED:

Rio Grande Water Conservation District

By: 

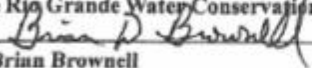
Greg Higel
Title: President

President

Date 12/22/14

Acknowledgement:

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

By: 

Brian Brownell
Title: Pres

President

Date 12/23/14

NAVAJO DEVELOPMENT CO., INC.

4/26/14

Steve Vandiver, Manager
Rio Grande Water Conservation District
10900 E. Hwy 160
Alamosa, CO 81101

Ref: Ruby water

Steve:

This letter is to clarify our conversations regarding our agreement about my Big Ruby water. Since I already sell my excess Squaw Pass water to your District and trying to find someone to lease my irrigation water in Ruby is a constant hassle, I contacted you regarding whether you could use the Ruby water as well. You told me you thought you could use it in Substitute Supply Plan. Since it was late in the year and my only option at that point was for it to go down the river for nothing, I said I would give you that years release in excess of my Aug needs. We have been waiting a year and a half for a ruling and as a result there is now two years of releases stored in the RGR. We agreed that if you got a favorable ruling you would buy the second years amount at the going rate for irrigation water. If you didn't get a favorable ruling it would all revert to me. Currently we have 173.1 AF stored.



John H Parker II
President

Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013
Date


George Whitten, RGWCD President

June 28/2013
Date

Rio Grande Water Conservation District

10000 Highway 160 East • Alamosa, Colorado 81101

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

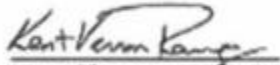
Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013

Date


George Whitten, RGWCD President

June 28, 2013

Date



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

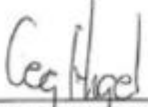
This agreement provides that this 10 acre-feet of stored water, owned by the Estate of Vernon Rominger, is available for sale and once this agreement is signed and proper payment made to the Estate, the Rio Grande Water Conservation District will have full ownership, control and ability to use this water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

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


Personal Representative for the
Ralph Vernon Rominger Estate

26 NOVEMBER, 2014

Date


Greg Higel, RGWCD President

12/1/14
Date

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

Invoice

DATE	INVOICE #
2/19/2013	82013-05

BILL TO

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

TERMS

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

Total \$24,582.50 ✓

SAN LUIS VALLEY IRRIGATION
29C Miles Street/P.O. Box 637
Center, CO 81125-0637

Invoice

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

BILL TO

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

TERMS

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

Total \$26,742.50

623 Fourth Street
Alamosa, CO 81101
Telephone: (719) 589-2230
Fax: (719) 589-2270
e-mail: slwcdco1@qwestoffice.net



BILL OF SALE

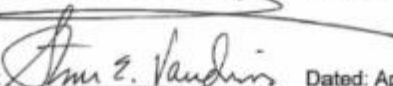
The San Luis Valley Water Conservancy District hereby sells, conveys and transfers to the Rio Grande Water Conservation District, for One Dollar and other considerations, Five Hundred (500) Acre-Feet of transmountain water derived from the Pine River Weminuche Ditch, currently stored on the District's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

The Water Sold consists of:

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

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

SELLER: Signed:  Dated: April 1, 2014

BUYER: Signed:  Dated: April 1, 2014

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

President: M. Dee Greeman, Alamosa, CO.
Vice-President: Darius Allen, Alamosa, CO; Secretary/Treasurer: Doug Messick, Monte Vista CO.
Directors: Rick Davie, Del Norte, CO; Marcie Schulz, Alamosa CO; Karla Shriver, Monte Vista CO;
Randall Palmgren, Center CO; Tuck Stone, Center, CO; Charles Griego, Alamosa CO; Mike Prentice, Monte Vista, CO

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. **General Provisions.**

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

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

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

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

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: Patricia Cook

Date: 3-19-14

By: Evelyn Underwood

Date: 3-19-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/19/14

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

Patricia Coak
6550 E St
Palmer, CO 81132
719-657-2544

RGWCD:

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

5. **General Provisions.**

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

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

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

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

Lessors: PATTY COOK AND EVELYN UNDERWOOD

By: Patricia Cook aka Patty Cook

Date: 4-8-12

By: [Signature]

Date: 4/10/12 [Signature]

this contract is subject to the addendum

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 4/4/13

ADDENDUM TO LEASE AGREEMENT

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

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

APPENDIX G

Santa Maria Shares Leased by Subdistrict No. 1

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

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

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

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

**Total RG Canal Shares Leased in
2011**

1980

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

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

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

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

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

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

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

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

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

RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119	10	5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016
RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016
RG Canal	4225	5	5	2016
RG Canal	4239	10	5	2016
RG Canal	4270	10	5	2016

Total Five Year Leases in 2012 725

Total Shares Leased in 2012 3285.8

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

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

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

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

Total One Year Leases in 2013 1595

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

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

RG Canal	4201	10	3	2015
RG Canal	4205	10	3	2014
RG Canal	4212	20	3	2014
RG Canal	4247	10	3	2015
RG Canal	4262	10	3	2015
RG Canal	5677	10	3	2014

**Total Three Year Leases in
2013**

845.8

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

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

Total Five Year Leases in 2013 795

Total Shares Leased in 2013 3235.8

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

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

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

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

Total One Year Leases in 2014 1550

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

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

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

**Total Three Year Leases in
2014**

975.8

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

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

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

Total Shares Leased in 2014 3320.8

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

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

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

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

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

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

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

Total Five Year Leases in 2015 975

Total Shares Leased in 2015 3100.8

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

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

**Total Three Year Leases in
2016**

685

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

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

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

Total Shares Leased in 2016 1645

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

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

**Total Three Year Leases in
2017**

545

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

Total Five Year Leases in 2017

290

Total Shares Leased in 2017

835

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

APPENDIX H
Forbearance Agreements

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2018, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Centennial Ditch Company (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2018 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2018 through April 30th, 2019.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Centennial Ditch Company is the last priority served, and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Centennial Ditch Company would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2018 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Centennial Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When ten days of estimated un-replaced depletions to the Centennial Ditch Company during the term of this Agreement has been forebared by the Company, Sub-district No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 50 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Centennial Ditch pursuant to the terms of this Agreement.

3.1. After the end of the 2018 irrigation season, and not later than March 15, 2019, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3.0, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2019.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Sub-district No. 1 to make water available for diversion at the headgate of the Centennial Ditch Company to off-set the first 10 days of injurious stream depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2018 Annual Replacement Plan.

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

To Company:

Centennial Ditch Company
3414 County Road 104
Alamosa, CO 81101

To Subdistrict No. 1:

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

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

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

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

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

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

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

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

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

The Centennial Ditch Company

By:  3-8-18
Date

ACCEPTED:

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

By:  3-8-18
Marisa Fricke, Program Manager Date

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effect May 1, 2018, between Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Commonwealth Irrigation Company (“Company”), a Mutual Ditch Company (collectively “the Parties”).

RECITALS

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

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2018 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1st, 2018 through April 30th, 2019.

2. Forbearance by the Company.

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

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

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Empire Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Empire Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2018 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Empire Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.

- Priority 236A
- Priority 310A
- Priority 335A
- Priority 361A
- Priority 361B

On such days the amount of water that must be provided by Subdistrict No. 1 to replace the injurious stream depletions to the Empire Canal is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by Subdistrict No. 1 calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Company to divert the full amount of last priority served on that day.

2.5. When the total amount of estimated unreplaced depletions to the Empire Canal during the term of this Agreement equals 500 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the Empire Canal. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$50.00 per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Empire Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2018 irrigation season, and not later than March 15, 2019, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Empire Canal would have been able to divert if all unreplaced injurious depletions to the Empire Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. Subdistrict No. 1 will pay the Company \$50.00 per acre-foot for each acre-foot of injurious stream depletions to the Empire Canal.

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2019.

4. No Subordination or Waiver of Right to Call. The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. section 37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the Commonwealth Canal to off-set the first 500 acre-feet

of injurious stream depletions to the Empire Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2018 Annual Replacement Plan.

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

To Company:

Commonwealth Irrigation Company
PO Box 993
Alamosa, CO 81101

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

7.2. Survival. Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this

Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are be deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

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

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

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

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

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

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

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

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

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

Commonwealth Irrigation Company

By: Lawrence Crowder
Lawrence Crowder, President

2-8-18
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

3-8-18
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2018, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Excelsior Ditch Company (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Excelsior Ditch and the water rights decreed thereto. The Excelsior Ditch diverts water from the Rio Grande in the SE¹/₄ NW¹/₄ of Section 6, T38N, R9E, N.M.P.M., and has decreed priorities totaling 89.7c.f.s. from the Rio Grande

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2018 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2018 through April 30th, 2019.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 1,000,000 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Excelsior Ditch. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Excelsior Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Excelsior Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2018 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Excelsior Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Excelsior Ditch during the term of this Agreement equals 1,000.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$250.00 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Excelsior Ditch from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2018 irrigation season, and not later than March 15, 2019, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2019.

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

district No. 1 to make water available for diversion at the headgate of the Excelsior Ditch to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande listed in Section 2.4 of this Agreement that would otherwise have to be replaced by Subdistrict No. 1 under its 2018 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2018, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Farmers Union Canal (“District”), an irrigation district (collectively “the Parties”).

RECITALS

A. The District owns and operates the Farmers Union Canal and the water rights decreed thereto. The Farmers Union Canal diverts water from the Rio Grande in the NE¼ SW¼ of Section 36, T40N, R6E, N.M.P.M , and has decreed priorities totaling 801.45 c.f.s. from the Rio Grande

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2018 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2018 through April 30th, 2019.

2. **Forbearance by the District.**

2.1. During the term of this Agreement the District will forebear from requiring Subdistrict No. 1 to replace up to 1,000.0 acre-feet of injurious stream depletions to the water rights of the District that are diverted from the Rio Grande at the headgate of the Farmers Union Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the District will be calculated each day that a water right decreed to the Farmers Union Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the District and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Farmers Union Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Farmers Union Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount</u>
314	138.80
328T	0.25
353T	0.95
1903-17-B	5.45
1903-22-F	105.41
1903-24-F	280.47
1903-30-F	159.65
1903-34-6	110.18

2.5. When the total amount of estimated unreplaced depletions to the Farmers Union Canal during the term of this Agreement equals 1,000 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the District \$ 250.0 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Farmers Union Canal from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2018 irrigation season, and not later than March 15, 2019, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the District would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the District with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the District; and (2) a calculation of the amount of the payment due under paragraph 3, above. The District will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the District with an accounting of the unreplaced injurious depletions to the water rights of the District from the Rio Grande and the amount of the payment due, but not later than April 15, 2019.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the District under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the District will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the District will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Farmers Union Canal to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2018 Annual Replacement Plan.

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

To District:

San Luis Valley Irrigation District
P.O. Box 637
Center, CO 81125

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

7.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this

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

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

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

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

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

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

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

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

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

San Luis Valley Irrigation District

By:  3/23/18
Superintendent Date

ACCEPTED:

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

By:  3-26-18
Marisa Fricke, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2018, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the Monte Vista Water Users' Association ("Company"), a mutual ditch company (collectively "the Parties").

RECITALS

A. The Company owns and operates the Monte Vista Canal and the water rights decreed thereto. The Monte Vista Canal diverts water from the Rio Grande in the NE¹/₄ SW¹/₄ of Section 6, T39N, R7E, N.M.P.M., and has decreed priorities totaling 340.77 c.f.s. from the Rio Grande

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2018 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2018 through April 30th, 2019.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forbear from requiring Subdistrict No. 1 to replace up to 300.0 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Monte Vista Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Monte Vista Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Monte Vista Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2018 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Monte Vista Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount</u>
224	132.2
358	125.3
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

2.5. When the total amount of estimated unreplaced depletions to the Monte Vista Canal during the term of this Agreement equals 300.0acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$250.00 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Monte Vista Canal from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2018 irrigation season, and not later than March 15, 2019, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due

under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2019.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Monte Vista Canal to off-set the first 300.0 acre-feet of injurious stream depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2018 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, Monte Vista Water Users' Association
P.O. Box 288
147 Washington St.
Monte Vista, CO 81144

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

The Monte Vista Water Users' Association

By: 
Mark Deacon, President


Date

ACCEPTED:

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

By: 

Marisa Fricke, Program Manager

3-28-18
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2018, between Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the Rio Grande Canal Water Users' Association ("Company"), a mutual ditch company (collectively "the Parties").

RECITALS

A. The Company owns and operates the Rio Grande Canal and the water rights decreed thereto. The Rio Grande Canal diverts water from the Rio Grande in the NW $\frac{1}{4}$ of Section 30, T40N, R6E, N.M.P.M., and has decreed priorities totaling 1,699.4 c.f.s.

B. Subdistrict No. 1 is responsible for implementation of the Amended Plan of Water Management ("Amended Plan") approved on May 27, 2010, by the District Court, Water Division No. 3, in Cases No. 06CV64 and 07CW52. Pursuant to the Amended Plan, in 2014 Subdistrict No. 1 must replace injurious stream depletions caused by the operation of wells covered by the Amended Plan.

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2014 Annual Replacement Plan necessary for implementation of the Amended Plan in water year 2014.

AGREEMENT

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

1. Term of Agreement. This Agreement will be in effect from May 1, 2018 through April 30, 2019.

2. Forbearance by the Company.

2.1. During the term of this Agreement the Company will forbear from requiring Subdistrict No. 1 to replace up to 2,000 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande at the headgate of the Rio Grande Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Rio Grande Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2018 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Rio Grande Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Forbearance Agreement will not apply on days when the following priorities decreed to the Rio Grande Canal are the last priority served:

Priority No.

- 28
- 176
- 178
- 188
- 197
- 198
- 202
- 203

On such days the amount of water that must be provided by Subdistrict No. 1 to replace the injurious stream depletions to the Rio Grande Canal is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by Subdistrict No. 1 calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Company to divert the full amount of last priority served on that day.

2.5. When the total amount of estimated un-replaced depletions to the Rio Grande Canal during the term of this Agreement equals 2,000 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the Rio Grande Canal. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$250.00 per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Rio Grande Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2018 irrigation season, and not later than March 15, 2019, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Rio Grande Canal would have been able to divert if all un-replaced injurious depletions to the Rio Grande Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. Subdistrict No. 1 will pay the Company \$250.00 per acre-foot for each acre-foot of injurious stream depletions to the Rio Grande Canal.

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the un-replaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2019.

4. No Subordination or Waiver of Right to Call. The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the Rio Grande Canal to off-set the first 2,000 acre-feet of

injurious stream depletions to the Rio Grande Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2018 Annual Replacement Plan.

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

To Company:

President, Rio Grande Canal Water Users' Association
147 Washington Street
P.O. Box 288
Monte Vista, CO 81144

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

The Rio Grande Canal Water Users' Association

By: Clay Corzine
Clay Corzine, President

3/27/18
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

3-28-18
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2018, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Rio Grande Lariat Ditch (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2018 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2018 through April 30th, 2019.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 300 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Rio Grande Lariat Ditch. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Rio Grande Lariat Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Lariat Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2018 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Rio Grande Lariat Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Rio Grande Lariat Ditch during the term of this Agreement equals 300 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 45⁰⁰ per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2018 irrigation season, and not later than March 15, 2019, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due

under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2019.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Rio Grande Lariat Ditch to off-set the first 100.0 acre-feet of injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2018 Annual Replacement Plan.

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

To Company:

President, Rio Grande Lariat Ditch
~~3414 South Road 104~~ 118 Washington Street
~~Alamosa, CO 81101~~ Monte Vista CO 81144

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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


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

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

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

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


The Rio Grande Lariat Ditch

By: 
President

3/29/18
Date

ACCEPTED:

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

By: 

Marisa Fricke, Program Manager

3.29-18
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2018, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the San Luis Valley Canal Company (“Company”), a Colorado mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2018 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2018 through April 30th, 2019.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 200 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the San Luis Valley Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the San Luis Valley Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the San Luis Valley Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the San Luis Valley Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the San Luis Valley Canal during the term of this Agreement equals 200 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2018 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2018 irrigation season, and not later than March 15, 2019, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2019.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the San Luis Valley Canal to off-set the first 400.0 acre-feet of injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2018 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

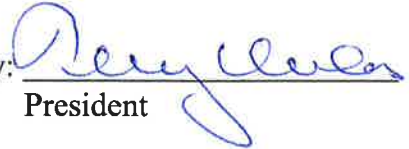
7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County,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

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

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

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


The San Luis Valley Canal Company

By: 
President

3/8/2018
Date

ACCEPTED:

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

By: 
Marisa Fricke, Program Manager

3-11-18
Date

APPENDIX I
Closed Basin Project Allocation Letters

623 Fourth Street
Alamosa, CO 81101
(719) 589-2230
Heather@slvwcd.org



March 28, 2018

Heather R. Dutton - Manager

Cleave Simpson, General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Dear Mr. Simpson,

In accordance with the Resolution Regarding Allocation of Yield of the Closed Basin Project, the allocation of the Rio Grande's share of the of the usable Project water is made annually by the Rio Grande Water Users Association, with consultation with the San Luis Valley Water Conservancy District (District).

The District's Board of Directors voted at their March 15, 2018 Board Meeting to approve an allocation of up to 1,000 acre-feet of the Rio Grande's share of Project water to replace stream depletions in the 2018 Annual Replacement Plan for Subdistrict #1. The District would like to note that this approval is on a one-time basis and does not bind the District to make a similar allocation in the future to Subdistrict #1 or any other Subdistricts.

Sincerely,

A handwritten signature in blue ink that reads "Heather Dutton".

Heather Dutton

cc: Rio Grande Water Users Association
Division of Water Resources

The Rio Grande Water Users Association

147 Washington St.

Monte Vista CO. 81144

Telephone: (719) 852-3556 * FAX: (719) 852-5958

March 19, 2018

Marisa Fricke, Program Manager
Rio Grande Water Conservation District
10900 E. Highway 160
Alamosa, Colorado 81101

RE: Allocation of Rio Grande's Share of Closed Basin Project Production

Dear Marisa:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users intend to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2018 through April 20, 2019. 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 2018 and 2019.

At its meeting on March 8, 2018, the Board of Directors of the Water Users also reviewed the needs of Special Improvement District No. 1 of the Rio Grande Water Conservation District (Subdistrict No. 1") for water to replace stream depletions under its Annual Replacement Plan. In light of the importance of Subdistrict No. 1 being able to meet its replacement requirements in this year's operations, the Water Users' Board voted to specifically allocate up to 1,000 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under Subdistrict No. 1's 2018-2019 Annual Replacement Plan.

The Water Users anticipate that the vast majority of this Project Water will be used to replace non-irrigation season depletions from October 31 through March 31. There may be circumstances during the irrigation season when Subdistrict No. 1 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 its use during the irrigation season be minimized.

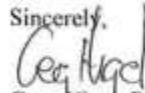
This allocation to Subdistrict No. 1 covers parts of two calendar years. The amount of the 1,000 acre-feet that is used for replacement by December 31, 2018, will come from the Rio Grande's 2018 share of the Project's usable yield. The remainder can be used for replacements through April 30, 2019, the end of Subdistrict No. 1's 2018-2019 Annual Replacement Plan Year. The amount used by April 30, 2019, will come from the Rio Grande's share of Project production in 2019.

Marisa Fricke, Program Manager
March 19, 2018
Page 2

The Board of the Water Users has made clear to Subdistrict No. 1 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

Change in Unconfined Aquifer Storage – North Central San Luis Valley

CHANGE IN UNCONFINED AQUIFER STORAGE					
NORTH CENTRAL SAN LUIS VALLEY					
Prepared by	Davis Engineering Service, Inc.				
	1314 11th Street, P.O. Box 1840				
	Alamosa, CO 81101			Average	5 yr. Running
				Annual	Average
	Monthly	Accumulated		Accumulated	Accumulated
	Change in	Change in		Change in	Change in
	Storage	Storage		Storage	Storage
Date	(acre-feet)	(acre-feet)	Date	(acre-feet)	(acre-feet)
01/01/76	0	0			
02/01/76	-39999.276	-39999.276			
03/01/76	77786.084	37786.808			
04/01/76	20613.124	58399.932			
05/01/76	16171.628	74571.56			
06/01/76	29018.556	103590.116			
07/01/76	-10429.246	93160.87			
08/01/76	12474.802	105635.672			
09/01/76	-57446.136	48189.536			
10/01/76	-9835.47	38354.066			
11/01/76	8742.436	47096.502			
12/01/76	34926.408	82022.91	12/1/1976	54067.39133	
01/01/77	-52330.194	29692.716			
02/01/77	0	29692.716			
03/01/77	9337.002	39029.718			
04/01/77	-66606.56	-27576.842			
05/01/77	26280.85	-1295.992			
06/01/77	-52715.472	-54011.464			
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04/01/79	-43430.268	-490303.788			
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08/01/79	-83674.482	-337024.644			
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04/01/94	-6851.58	-100085.18			
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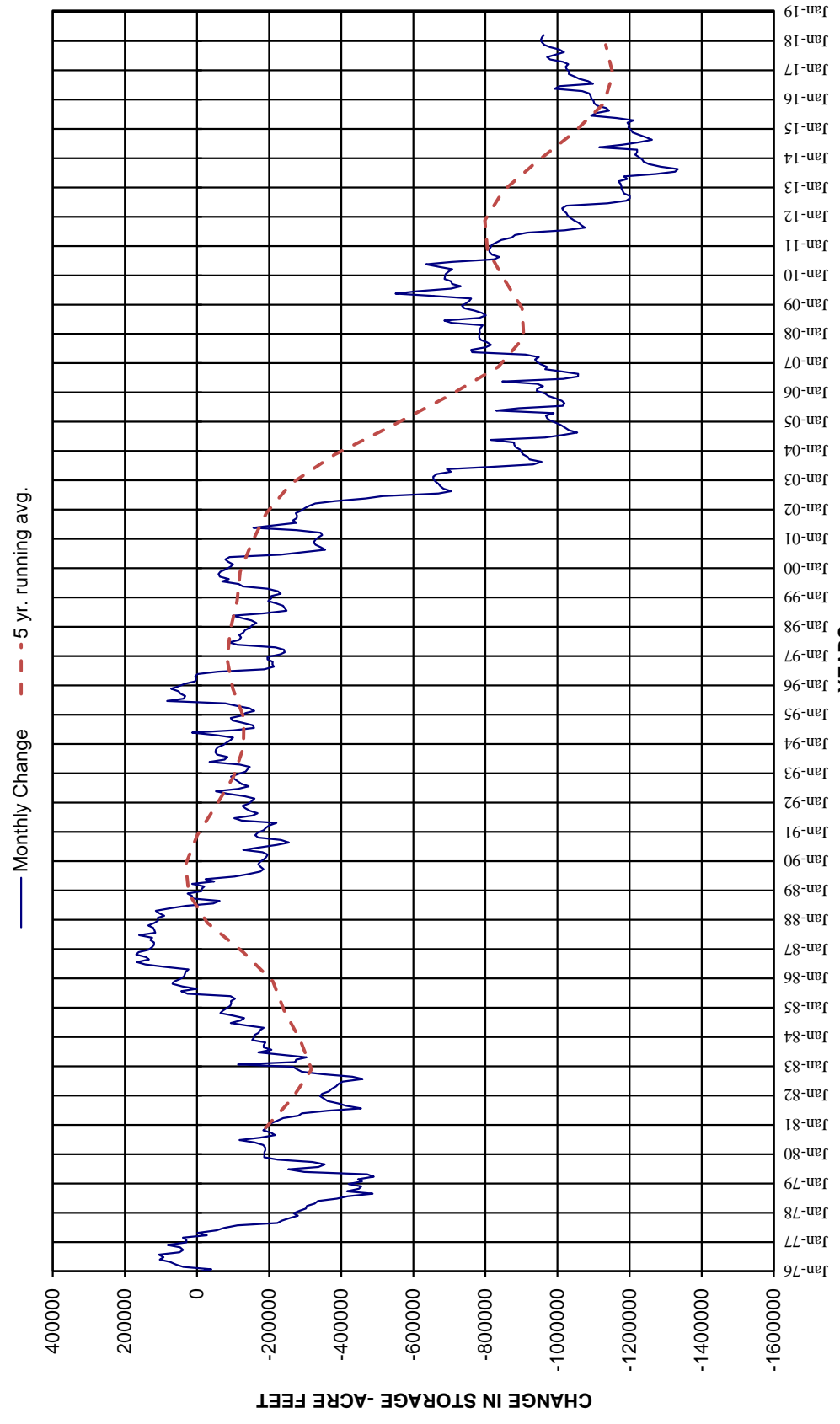
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1/1/2018	6818.82	-956498.24			
2/1/2018	2077.39	-954420.85			
3/1/2018	-2343.35	-956764.20			
4/1/2018	-4934.9	-961699.10			

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



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

DRAFT - April 4, 2018
Data through April 2, 2018

Tabulation of Measured Groundwater Levels in Wells within Subdistrict#1

USGS 375524106020501, NA04300931CCC, RGWCD13A			
RG13A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.9264803 N	106.03490436 W	7562.51
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	8.27	7554.24	RGWCD
2/1/2017	8.16	7554.35	RGWCD
3/2/2017	7.95	7554.56	RGWCD
4/4/2017	7.83	7554.68	RGWCD
5/2/2017	7.68	7554.83	RGWCD
6/2/2017	7.68	7554.83	RGWCD
7/6/2017	8.19	7554.32	RGWCD
8/1/2017	7.56	7554.95	RGWCD
9/5/2017	8.47	7554.04	RGWCD
10/3/2017	8.53	7553.98	RGWCD
11/1/2017	8.44	7554.07	RGWCD
12/1/2017	8.33	7554.18	RGWCD
1/3/2018	8.27	7554.24	RGWCD
2/2/2018	8.18	7554.33	RGWCD
3/5/2018	8.08	7554.43	RGWCD
4/2/2018	7.92	7554.59	RGWCD
USGS 375324105553301, NA04201007CCC, RGWCD18			
RG18			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
57.0	37.89225365 N	105.92872105 W	7550.20
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/5/2017	17.59	7532.61	RGWCD
2/7/2017	17.61	7532.59	RGWCD
3/6/2017	17.58	7532.62	RGWCD
4/5/2017	17.56	7532.64	RGWCD
5/2/2017	17.54	7532.66	RGWCD
6/2/2017	17.47	7532.73	RGWCD
7/6/2017	17.54	7532.66	RGWCD
8/1/2017	17.56	7532.64	RGWCD
9/5/2017	17.54	7532.66	RGWCD
10/3/2017	17.54	7532.66	RGWCD
11/1/2017	17.49	7532.71	RGWCD
12/1/2017	17.51	7532.69	RGWCD
1/2/2018	17.58	7532.62	RGWCD
2/1/2018	17.59	7532.61	RGWCD
3/5/2018	17.61	7532.59	RGWCD
4/2/2018	17.57	7532.63	RGWCD

USGS 375005106092501, NA04100701BAA, RGWCD21A

RG21A

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.83507202 N	106.15675306 W	7636.36

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	7.98	7628.38	RGWCD
2/1/2017	7.55	7628.81	RGWCD
3/2/2017	8.26	7628.10	RGWCD
4/4/2017	7.09	7629.27	RGWCD
5/4/2017	5.40	7630.96	RGWCD
6/6/2017	3.23	7633.13	RGWCD
7/6/2017	3.93	7632.43	RGWCD
8/2/2017	2.26	7634.10	RGWCD
9/7/2017	4.38	7631.98	RGWCD
10/2/2017	4.20	7632.16	RGWCD
11/1/2017	3.46	7632.90	RGWCD
12/1/2017	5.23	7631.13	RGWCD

1/3/2018	6.68	7629.68	RGWCD
2/2/2018	7.45	7628.91	RGWCD
3/5/2018	7.38	7628.98	RGWCD
4/2/2018	8.58	7627.78	RGWCD
USGS 375016106021201, NA04200931CCC2, RGWCD22			
RG22			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.83781084 N	106.03671275 W	7580.87
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	18.74	7562.13	RGWCD
2/1/2017	18.41	7562.46	RGWCD
3/2/2017	18.13	7562.74	RGWCD
4/3/2017	17.88	7562.99	RGWCD
5/2/2017	17.32	7563.55	RGWCD
6/2/2017	18.30	7562.57	RGWCD
7/6/2017	20.36	7560.51	RGWCD
8/1/2017	20.68	7560.19	RGWCD
9/5/2017	21.77	7559.10	RGWCD
10/2/2017	20.09	7560.78	RGWCD
11/1/2017	20.19	7560.68	RGWCD
12/1/2017	19.16	7561.71	RGWCD
1/2/2018	18.81	7562.06	RGWCD
2/1/2018	18.50	7562.37	RGWCD
3/5/2018	18.14	7562.73	RGWCD
4/2/2018	18.02	7562.85	RGWCD
USGS 375010105554302, NA04200936DDD2, RGWCD23A			
RG23A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
56.0	37.8361106 N	105.9291867 W	7552.85
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2017	39.14	7513.71	RGWCD
2/7/2017	38.57	7514.28	RGWCD
3/6/2017	38.10	7514.75	RGWCD
4/3/2017	37.60	7515.25	RGWCD
5/2/2017	37.30	7515.55	RGWCD
6/2/2017	37.64	7515.21	RGWCD
7/5/2017	39.86	7512.99	RGWCD
8/1/2017	41.41	7511.44	RGWCD
9/1/2017	41.83	7511.02	RGWCD
10/2/2017	41.02	7511.83	RGWCD
11/1/2017	40.42	7512.43	RGWCD
12/1/2017	39.88	7512.97	RGWCD
1/2/2018	39.29	7513.56	RGWCD
2/1/2018	38.70	7514.15	RGWCD
3/5/2018	38.19	7514.66	RGWCD
4/2/2018	37.68	7515.17	RGWCD
USGS 375009105503001, NA04101002ABA, RGWCD24A			
RG24A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
34.3	37.83712921 N	105.84191175 W	7535.80
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2017	13.86	7521.94	RGWCD
2/7/2017	13.84	7521.96	RGWCD
3/6/2017	14.00	7521.80	RGWCD
4/10/2017	14.01	7521.79	RGWCD
5/2/2017	14.01	7521.79	RGWCD
6/2/2017	13.99	7521.81	RGWCD
7/5/2017	14.01	7521.79	RGWCD
8/1/2017	13.85	7521.95	RGWCD

9/5/2017	13.97	7521.83	RGWCD
10/2/2017	13.85	7521.95	RGWCD
11/1/2017	13.71	7522.09	RGWCD
12/1/2017	13.66	7522.14	RGWCD
1/2/2018	13.61	7522.19	RGWCD
2/2/2018	13.66	7522.14	RGWCD
3/5/2018	13.35	7522.45	RGWCD
4/2/2018	13.67	7522.13	RGWCD
USGS 374410105464701, NA04001109BBB, RGWCD27A			
RG27A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
75.3	37.73608331 N	105.78032456 W	7537.22
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2017	15.12	7522.10	RGWCD
2/7/2017	15.07	7522.15	RGWCD
3/6/2017	15.18	7522.04	RGWCD
4/3/2017	15.14	7522.08	RGWCD
5/2/2017	15.16	7522.06	RGWCD
6/2/2017	15.15	7522.07	RGWCD
7/5/2017	15.21	7522.01	RGWCD
8/1/2017	15.28	7521.94	RGWCD
9/5/2017	15.34	7521.88	RGWCD
10/2/2017	15.37	7521.85	RGWCD
11/1/2017	15.42	7521.80	RGWCD
12/1/2017	15.43	7521.79	RGWCD
1/2/2018	15.42	7521.80	RGWCD
2/1/2018	15.16	7522.06	RGWCD
3/5/2018	15.28	7521.94	RGWCD
4/2/2018	15.26	7521.96	RGWCD
USGS 374704105590002, NA04100921DAA, RGWCD28-1			
RG28-1			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
32.0	37.78448396 N	105.98354869 W	7579.49
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	29.31	7550.28	RGWCD
2/8/2017	29.55	7550.04	RGWCD
3/7/2017	29.34	7550.25	RGWCD
4/3/2017	29.29	7550.30	RGWCD
5/1/2017	29.17	7550.42	RGWCD
6/2/2017	28.95	7550.64	RGWCD
7/5/2017	27.51	7552.08	RGWCD
8/1/2017	29.31	7550.28	RGWCD
9/1/2017	30.26	7549.33	RGWCD
10/2/2017	30.84	7548.75	RGWCD
11/1/2017	31.13	7548.46	RGWCD
12/1/2017	30.09	7549.50	RGWCD
1/2/2018	29.71	7549.88	RGWCD
2/1/2018	29.31	7550.28	RGWCD
3/5/2018	29.51	7550.08	RGWCD
4/2/2018	30.43	7549.16	RGWCD
USGS 374505105554001, NA04100936DDA, RGWCD28A			
RG28A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
53.0	37.75197957 N	105.92816372 W	7571.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2017	35.65	7536.29	RGWCD
2/7/2017	35.51	7536.43	RGWCD
3/6/2017	32.47	7539.47	RGWCD

4/10/2017	35.41	7536.53	RGWCD
5/1/2017	35.42	7536.52	RGWCD
6/2/2017	35.22	7536.72	RGWCD
7/5/2017	34.28	7537.66	RGWCD
8/1/2017	34.51	7537.43	RGWCD
9/1/2017	35.31	7536.63	RGWCD
10/2/2017	35.50	7536.44	RGWCD
11/1/2017	35.60	7536.34	RGWCD
12/1/2017	35.51	7536.43	RGWCD
1/2/2018	35.50	7536.44	RGWCD
2/1/2018	35.17	7536.77	RGWCD
3/5/2018	35.26	7536.68	RGWCD
4/2/2018	35.11	7536.83	RGWCD

USGS 374446106022001, NA04000801AAD, RGWCD29

RG29

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.74568511 N	106.03849378 W	7608.27

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	Well Dry	-	RGWCD
2/1/2017	Well Dry	-	RGWCD
3/2/2017	Well Dry	-	RGWCD
4/4/2017	Well Dry	-	RGWCD
5/2/2017	Well Dry	-	RGWCD
6/2/2017	Well Dry	-	RGWCD
7/5/2017	Well Dry	-	RGWCD
8/1/2017	Well Dry	-	RGWCD
9/1/2017	Well Dry	-	RGWCD
10/2/2017	Well Dry	-	RGWCD
11/1/2017	Well Dry	-	RGWCD
12/1/2017	Well Dry	-	RGWCD
1/2/2018	Well Dry	-	RGWCD
2/1/2018	Well Dry	-	RGWCD
3/5/2018	Well Dry	-	RGWCD

4/2/2018	Well Dry	-	RGWCD
RGWCD29A			
RG29A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.74810207 N	106.03860429 W	7608.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	27.68	7581.32	RGWCD
2/1/2017	27.26	7581.74	RGWCD
3/2/2017	27.09	7581.91	RGWCD
4/4/2017	26.62	7582.38	RGWCD
5/4/2017	25.92	7583.08	RGWCD
6/2/2017	26.66	7582.34	RGWCD
7/5/2017	26.53	7582.47	RGWCD
8/1/2017	29.04	7579.96	RGWCD
9/1/2017	30.03	7578.97	RGWCD
10/2/2017	30.05	7578.95	RGWCD
11/1/2017	29.86	7579.14	RGWCD
12/1/2017	29.27	7579.73	RGWCD
1/2/2018	28.88	7580.12	RGWCD
2/1/2018	28.60	7580.40	RGWCD
3/6/2018	28.36	7580.64	RGWCD
4/2/2018	27.78	7581.22	RGWCD
USGS 374736106053404, NA04100815CCC4, RGWCD29-1			
RG29-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.3	37.79492139 N	106.09337319 W	7622.47
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017			RGWCD
2/8/2017	33.65	7588.82	RGWCD
3/7/2017	33.4	7589.07	RGWCD
4/4/2017	33.08	7589.39	RGWCD
5/1/2017	33.06	7589.41	RGWCD
6/2/2017	Well Dry	-	RGWCD
7/5/2017	Well Dry	-	RGWCD
8/1/2017	Well Dry	-	RGWCD
9/1/2017	Well Dry	-	RGWCD
10/2/2017	Well Dry	-	RGWCD
11/1/2017	Well Dry	-	RGWCD
12/1/2017	Well Dry	-	RGWCD
1/2/2018	33.61	7588.86	RGWCD
2/1/2018	33.17	7589.3	RGWCD
3/5/2018	32.76	7589.71	RGWCD
4/2/2018	32.4	7590.07	RGWCD
USGS 374455106085501, NA04100831CCC, RGWCD31			
RG31			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
73.0	37.74863225 N	106.14876475 W	7668.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	35.62	7632.68	RGWCD
2/1/2017	36.00	7632.30	RGWCD
3/2/2017	36.34	7631.96	RGWCD
4/4/2017	36.65	7631.65	RGWCD
5/4/2017	35.43	7632.87	RGWCD
6/2/2017	32.83	7635.47	RGWCD
7/5/2017	27.31	7640.99	RGWCD
8/2/2017	30.00	7638.30	RGWCD
9/6/2017	No	-	RGWCD

	Measurement		
10/2/2017	33.38	7634.92	RGWCD
11/1/2017	33.47	7634.83	RGWCD
12/1/2017	33.31	7634.99	RGWCD
1/3/2018	33.84	7634.46	RGWCD
2/2/2018	34.31	7633.99	RGWCD
3/5/2018	34.68	7633.62	RGWCD
4/2/2018	34.94	7633.36	RGWCD
USGS 374500106153401, NA04100636DDD, RGWCD33B			
RG33B			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.75035656 N	106.25933339 W	7755.58
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	76.20	7679.38	RGWCD
2/10/2017	75.45	7680.13	RGWCD
3/2/2017	75.57	7680.01	RGWCD
4/4/2017	75.15	7680.43	RGWCD
5/4/2017	76.09	7679.49	RGWCD
6/6/2017	77.97	7677.61	RGWCD
7/6/2017	78.74	7676.84	RGWCD
8/2/2017	77.28	7678.30	RGWCD
9/6/2017	77.88	7677.70	RGWCD
10/3/2017	76.32	7679.26	RGWCD
11/1/2017	74.90	7680.68	RGWCD
12/1/2017	73.63	7681.95	RGWCD
1/3/2018	72.76	7682.82	RGWCD
2/5/2018	72.06	7683.52	RGWCD
3/5/2018	71.85	7683.73	RGWCD
4/2/2018	71.48	7684.10	RGWCD
USGS 374046106163801, NA04000625CBC, RGWCD35			
RG35			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
48.0	37.67986113 N	106.27752283 W	7810.76
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	30.91	7779.85	RGWCD
2/1/2017	33.73	7777.03	RGWCD
3/2/2017	36.48	7774.28	RGWCD
4/4/2017	No Measurement	-	RGWCD
5/4/2017	32.28	7778.48	RGWCD
6/6/2017	27.73	7783.03	RGWCD
7/6/2017	25.81	7784.95	RGWCD
8/2/2017	26.36	7784.40	RGWCD
9/6/2017	26.61	7784.15	RGWCD
10/3/2017	26.81	7783.95	RGWCD
11/1/2017	26.29	7784.47	RGWCD
12/1/2017	26.50	7784.26	RGWCD
1/3/2018	27.80	7782.96	RGWCD
2/5/2018	30.25	7780.51	RGWCD
3/5/2018	32.80	7777.96	RGWCD
4/2/2018	35.71	7775.05	RGWCD
RGWCD35A			
RG35A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.67984318 N	106.27752760 W	7811.09
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	36.38	7774.72	RGWCD
2/1/2017	38.74	7772.36	RGWCD
3/2/2017	41.53	7769.57	RGWCD

4/4/2017	43.22	7767.88	RGWCD
5/4/2017	42.67	7768.43	RGWCD
6/6/2017	38.74	7772.36	RGWCD
7/6/2017	35.07	7776.03	RGWCD
8/2/2017	31.79	7779.31	RGWCD
9/6/2017	32.61	7778.49	RGWCD
10/3/2017	31.01	7780.09	RGWCD
11/1/2017	29.57	7781.53	RGWCD
12/1/2017	29.73	7781.37	RGWCD
1/3/2018	31.64	7779.46	RGWCD
2/5/2018	34.07	7777.03	RGWCD
3/5/2018	36.20	7774.90	RGWCD
4/2/2018	38.29	7772.81	RGWCD

USGS 373924106082501, NA03900806BCB, RGWCD37

RG37

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
37.0	37.65664607 N	106.14877939 W	7683.30

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	27.57	7655.73	RGWCD
2/1/2017	27.51	7655.79	RGWCD
3/2/2017	28.03	7655.27	RGWCD
4/4/2017	28.28	7655.02	RGWCD
5/1/2017	28.67	7654.63	RGWCD
6/6/2017	28.79	7654.51	RGWCD
7/5/2017	29.56	7653.74	RGWCD
8/2/2017	29.25	7654.05	RGWCD
9/6/2017	27.28	7656.02	RGWCD
10/2/2017	26.55	7656.75	RGWCD
11/2/2017	25.27	7658.03	RGWCD
12/1/2017	24.60	7658.70	RGWCD
1/3/2018	24.59	7658.71	RGWCD
2/2/2018	24.74	7658.56	RGWCD
3/5/2018	25.10	7658.20	RGWCD

4/2/2018	25.31	7657.99	RGWCD
USGS 374210106053001, NA04000815CCC, RGWCD37-1			
RG37-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.70511497 N	106.09358614 W	7642.92
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	33.74	7609.18	RGWCD
2/8/2017	33.55	7609.37	RGWCD
3/7/2017	33.43	7609.49	RGWCD
4/3/2017	33.30	7609.62	RGWCD
5/1/2017	33.31	7609.61	RGWCD
6/2/2017	32.93	7609.99	RGWCD
7/5/2017	30.92	7612.00	RGWCD
8/1/2017	33.04	7609.88	RGWCD
9/1/2017	33.62	7609.30	RGWCD
10/2/2017	32.89	7610.03	RGWCD
11/1/2017	31.96	7610.96	RGWCD
12/1/2017	31.29	7611.63	RGWCD
1/2/2018	30.94	7611.98	RGWCD
2/1/2018	30.65	7612.27	RGWCD
3/5/2018	30.45	7612.47	RGWCD
4/2/2018	30.26	7612.66	RGWCD
USGS 373944106022001, NA04000931CCC, RGWCD39			
RG39			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
28.0	37.66177691 N	106.03886731 W	7616.65
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/3/2017	24.20	7592.45	RGWCD
2/1/2017	23.93	7592.72	RGWCD
3/2/2017	23.69	7592.96	RGWCD
4/4/2017	23.40	7593.25	RGWCD
5/2/2017	23.22	7593.43	RGWCD
6/2/2017	21.08	7595.57	RGWCD
7/5/2017	23.28	7593.37	RGWCD
8/1/2017	24.19	7592.46	RGWCD
9/1/2017	24.22	7592.43	RGWCD
10/2/2017	24.00	7592.65	RGWCD
11/1/2017	23.54	7593.11	RGWCD
12/1/2017	23.08	7593.57	RGWCD
1/2/2018	22.55	7594.10	RGWCD
2/1/2018	22.08	7594.57	RGWCD
3/5/2018	21.67	7594.98	RGWCD
4/2/2018	21.31	7595.34	RGWCD

USGS 374220105585801, NA04000916DDD, RGWCD39-1

RG39-1

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
29.2	37.70534055 N	105.98357822 W	7590.86

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	27.39	7563.47	RGWCD
2/8/2017	26.74	7564.12	RGWCD
3/7/2017	26.44	7564.42	RGWCD
4/3/2017	26.05	7564.81	RGWCD
5/1/2017	25.73	7565.13	RGWCD
6/2/2017	26.16	7564.70	RGWCD
7/5/2017	27.52	7563.34	RGWCD
8/1/2017	29.23	7561.63	RGWCD
9/1/2017	30.04	7560.82	RGWCD

10/2/2017	29.17	7561.69	RGWCD
11/1/2017	27.59	7563.27	RGWCD
12/1/2017	27.58	7563.28	RGWCD
1/2/2018	27.00	7563.86	RGWCD
2/1/2018	26.38	7564.48	RGWCD
3/5/2018	26.15	7564.71	RGWCD
4/2/2018	25.73	7565.13	RGWCD

USGS 373944105553701, NA03901006BBB, RGWCD40

RG40

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
28.0	37.66183616 N	105.92740756 W	7575.14

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2017	17.44	7557.70	RGWCD
2/7/2017	17.33	7557.81	RGWCD
3/6/2017	17.24	7557.90	RGWCD
4/3/2017	17.11	7558.03	RGWCD
5/1/2017	17.23	7557.91	RGWCD
6/1/2017	15.35	7559.79	RGWCD
7/5/2017	15.01	7560.13	RGWCD
8/1/2017	16.55	7558.59	RGWCD
9/11/2012	17.18	7557.96	RGWCD
10/2/2017	16.99	7558.15	RGWCD
11/1/2017	17.00	7558.14	RGWCD
12/1/2017	16.63	7558.51	RGWCD
1/2/2018	16.39	7558.75	RGWCD
2/1/2018	16.20	7558.94	RGWCD
3/5/2018	16.15	7558.99	RGWCD
4/2/2018	15.95	7559.19	RGWCD

USGS 373947105490701, NA03901106BBB, RGWCD41

RG41

Well Depth	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)
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(ft.)			NAVD88)
27.0	37.66237308 N	105.81863525 W	7542.08
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2017	11.16	7530.92	RGWCD
2/7/2017	11.31	7530.77	RGWCD
3/6/2017	11.39	7530.69	RGWCD
4/3/2017	11.49	7530.59	RGWCD
5/1/2017	11.38	7530.70	RGWCD
6/1/2017	9.54	7532.54	RGWCD
7/5/2017	8.09	7533.99	RGWCD
8/1/2017	9.04	7533.04	RGWCD
9/1/2017	9.61	7532.47	RGWCD
10/2/2017	10.08	7532.00	RGWCD
11/1/2017	10.47	7531.61	RGWCD
12/1/2017	10.71	7531.37	RGWCD
1/2/2018	10.90	7531.18	RGWCD
2/1/2018	10.99	7531.09	RGWCD
3/5/2018	11.13	7530.95	RGWCD
4/2/2018	11.17	7530.91	RGWCD
USGS 373433105513201, NA03901034DDD, RGWCD49			
RG49			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.57517204 N	105.85856339 W	7548.69
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	7.93	7540.76	RGWCD
2/7/2017	7.96	7540.73	RGWCD
3/1/2017	7.98	7540.71	RGWCD
4/3/2017	7.95	7540.74	RGWCD

5/1/2017	7.84	7540.85	RGWCD
6/2/2017	7.68	7541.01	RGWCD
7/5/2017	7.32	7541.37	RGWCD
8/1/2017	7.41	7541.28	RGWCD
9/7/2017	7.60	7541.09	RGWCD
10/2/2017	7.47	7541.22	RGWCD
11/1/2017	7.62	7541.07	RGWCD
12/1/2017	7.66	7541.03	RGWCD
1/2/2018	7.70	7540.99	RGWCD
2/2/2018	7.73	7540.96	RGWCD
3/5/2018	7.74	7540.95	RGWCD
4/2/2018	7.86	7540.83	RGWCD

USGS 373429105554001, NA03901031CCC, RGWCD50A

RG50A

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.57448259 N	105.92832561 W	7569.82

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	17.27	7552.55	RGWCD
2/8/2017	17.15	7552.67	RGWCD
3/7/2017	17.03	7552.79	RGWCD
4/3/2017	16.88	7552.94	RGWCD
5/1/2017	14.23	7555.59	RGWCD
6/1/2017	14.55	7555.27	RGWCD
7/5/2017	14.01	7555.81	RGWCD
8/1/2017	15.43	7554.39	RGWCD
9/1/2017	16.11	7553.71	RGWCD
10/2/2017	16.05	7553.77	RGWCD
11/1/2017	16.46	7553.36	RGWCD
12/1/2017	16.57	7553.25	RGWCD
1/2/2018	16.54	7553.28	RGWCD
2/1/2018	16.40	7553.42	RGWCD
3/5/2018	16.27	7553.55	RGWCD
4/2/2018	16.12	7553.70	RGWCD

USGS 373704105593401, NA03900921BAA1, RGWCD50-1			
RG50-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
32.5	37.61788754 N	105.99401756 W	7594.77
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	19.00	7575.77	RGWCD
2/8/2017	18.74	7576.03	RGWCD
3/7/2017	18.48	7576.29	RGWCD
4/3/2017	18.15	7576.62	RGWCD
5/1/2017	18.66	7576.11	RGWCD
6/1/2017	19.97	7574.80	RGWCD
7/5/2017	21.91	7572.86	RGWCD
8/1/2017	21.62	7573.15	RGWCD
9/1/2017	20.12	7574.65	RGWCD
10/2/2017	19.63	7575.14	RGWCD
11/1/2017	18.78	7575.99	RGWCD
12/1/2017	18.09	7576.68	RGWCD
1/2/2018	17.47	7577.30	RGWCD
2/1/2018	16.94	7577.83	RGWCD
3/5/2018	16.61	7578.16	RGWCD
4/2/2018	16.29	7578.48	RGWCD
USGS 373438106022101, NA03900931CCB, RGWCD51			
RG51			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.57691792 N	106.03893236 W	7602.3
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/3/2017	6.12	7596.18	RGWCD
2/1/2017	6.08	7596.22	RGWCD
3/2/2017	6.08	7596.22	RGWCD
4/4/2017	5.98	7596.32	RGWCD
5/1/2017	5.43	7596.87	RGWCD
6/1/2017	3.49	7598.81	RGWCD
7/5/2017	5.55	7596.75	RGWCD
8/1/2017	5.86	7596.44	RGWCD
9/1/2017	6.33	7595.97	RGWCD
10/2/2017	6.31	7595.99	RGWCD
11/1/2017	6.22	7596.08	RGWCD
12/1/2017	6.12	7596.18	RGWCD
1/2/2018	6.09	7596.21	RGWCD
2/1/2018	6.01	7596.29	RGWCD
3/5/2018	6.01	7596.29	RGWCD
4/2/2018	5.93	7596.37	RGWCD

USGS 373705106051701, NA03900815CDC, RGWCD51-1

RG51-1

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.61804315 N	106.08926406 W	7638.71

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	9.28	7629.43	RGWCD
2/8/2017	9.49	7629.22	RGWCD
3/7/2017	9.65	7629.06	RGWCD
4/3/2017	9.75	7628.96	RGWCD
5/1/2017	9.09	7629.62	RGWCD
6/2/2017	4.68	7634.03	RGWCD
7/5/2017	6.94	7631.77	RGWCD
8/1/2017	8.49	7630.22	RGWCD
9/1/2017	8.24	7630.47	RGWCD
10/2/2017	8.04	7630.67	RGWCD
11/1/2017	7.41	7631.30	RGWCD
12/1/2017	7.73	7630.98	RGWCD

1/2/2018	8.00	7630.71	RGWCD
2/1/2018	8.21	7630.50	RGWCD
3/5/2018	8.41	7630.30	RGWCD
4/2/2018	8.48	7630.23	RGWCD

USGS 374030106020001, NA04000931BAB, RGWCD ALA 2			
ALA 2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
415.0	37.67500094 N	106.03391380 W	7614.27
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	-11.55	7624.40	RGWCD
3/16/2017	-12.04	7624.80	RGWCD
4/12/2017	-12.27	7624.90	RGWCD
5/31/2017	-6.59	7625.10	RGWCD
6/19/2017	-7.85	7625.30	RGWCD
7/14/2017	-6.14	7625.00	RGWCD
8/10/2017	-6.686	7623.70	RGWCD
9/14/2017	-5.81	7622.90	RGWCD
10/12/2017	-7.70	7623.00	RGWCD
11/14/2017	-9.55	7623.70	RGWCD
12/12/2017	-10.27	7624.00	RGWCD
1/12/2018	-11.62	7625.70	RGWCD
2/20/2018	-12.59	7626.70	RGWCD
3/16/2018	-11.57	7625.60	RGWCD
*Preliminary Measurement			
USGS 373457106003801, NA03900932BCC, RGWCD ALA10			
ALA 10			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2084.0	37.58139100 N	106.02141390 W	7596.20
Confined Aquifer			

Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/9/2017	-18.31	7616.70	RGWCD
3/13/2017	-18.53	7616.90	RGWCD
4/10/2017	-19.33	7617.70	RGWCD
5/31/2017	-17.24	7615.60	RGWCD
6/8/2017	-14.05	7612.40	RGWCD
7/17/2017	-11.89	7610.30	RGWCD
8/8/2017	-16.183	7614.60	RGWCD
9/13/2017	-13.52	7611.90	RGWCD
10/12/2017	-14.70	7613.10	RGWCD
11/14/2017	-15.72	7614.10	RGWCD
12/12/2017	-17.45	7615.80	RGWCD
1/12/2018	-19.80	7618.20	RGWCD
2/21/2018	-19.99	7618.40	RGWCD
3/15/2018	-20.06	7618.40	RGWCD
*Preliminary Measurement			
USGS 373748105511501, NA03901014BBC, RGWCD ALA 13			
ALA 13			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2150.0	37.63000180 N	105.85474300 W	7551.8
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/12/2017	-9.93	7565.30	RGWCD
3/13/2017	-8.34	7563.70	RGWCD
4/13/2017	-12.94	7568.30	RGWCD
5/31/2017	-4.62	7559.90	RGWCD
6/8/2017	-4.02	7559.40	RGWCD
7/14/2017	No Measurement	-	RGWCD
8/10/2017	26.25	7529.10	RGWCD
9/14/2017	No Measurement	-	RGWCD
10/12/2017	No Measurement	-	RGWCD
11/14/2017	-6.42	7561.80	RGWCD

12/12/2017	-9.94	7565.30	RGWCD
1/12/2018	-9.57	7564.90	RGWCD
2/14/2018	-10.24	7565.60	RGWCD
3/15/2018	-12.24	7567.60	RGWCD
*Preliminary Measurement			
USGS 373633106040901, NA03900823CAB, RGWCD RIO 3			
RIO 3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
199.0	37.60916667 N	106.06916670 W	7629.37
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/11/2017	2.31	7629.50	RGWCD
3/13/2017	No Measurement	-	RGWCD
4/10/2017	No Measurement	-	RGWCD
5/23/2017	No Measurement	-	RGWCD
6/20/2017	No Measurement	-	RGWCD
7/18/2017	No Measurement	-	RGWCD
8/15/2017	No Measurement	-	RGWCD
9/15/2017	No Measurement	-	RGWCD
10/10/2017	No Measurement	-	RGWCD
11/13/2017	No Measurement	-	RGWCD
1/15/2018	No Measurement	-	RGWCD
2/20/2018	No Measurement	-	RGWCD
3/20/2018	No Measurement	-	RGWCD
*Preliminary Measurement			
USGS 373620106054001, NA03900821DDA, RGWCD RIO 4			
RIO 4			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
986.0	37.60555786 N	106.09502700 W	7636.44
Confined Aquifer			

Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/11/2017	-2.97	7640.30	RGWCD
3/13/2017	-3.65	7640.90	RGWCD
4/10/2017	-3.76	7641.00	RGWCD
5/30/2017	No Measurement	-	RGWCD
6/8/2017	1.22	7636.10	RGWCD
7/17/2017	0.60	7636.70	RGWCD
8/8/2017	-2.55	7639.80	RGWCD
9/13/2017	-1.38	7638.70	RGWCD
10/10/2017	-2.33	7639.60	RGWCD
11/13/2017	-4.83	7642.10	RGWCD
12/18/2017	-3.31	7640.60	RGWCD
1/12/2018	-3.54	7640.80	RGWCD
2/15/2018	-3.54	7640.80	RGWCD
3/15/2018	-3.93	7641.20	RGWCD
*Preliminary Measurement			
USGS 375035106105501, NA04200735BCC, RGWCD SAG 1			
SAG1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
825.0	37.84305656 N	106.18252770 W	7651.62
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/13/2017	25.55	7625.30	RGWCD
3/15/2017	24.82	7626.10	RGWCD
4/11/2017	24.45	7626.40	RGWCD
5/9/2017	27.31	7623.60	RGWCD
6/6/2017	30.18	7620.70	RGWCD
7/13/2017	34	7616.90	RGWCD
8/2/2017	No Measurement	-	RGWCD
9/6/2017	36.68	7614.20	RGWCD
10/3/2017	Well Dry	-	RGWCD
11/10/2017	25.40	7625.50	RGWCD

12/4/2017	24.34	7626.50	RGWCD
1/8/2018	23.80	7627.10	RGWCD
2/13/2018	23.38	7627.50	RGWCD
3/12/2018	23.27	7627.60	RGWCD
*Preliminary Measurement			
USGS 375310106021501, NA04200907CCC, RGWCD SAG 2			
SAG 2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
1987.0	37.73608331 N	105.78032456 W	7567.15
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/13/2017	-40.95	7607.3	RGWCD
3/14/2017	-42.45	7608.80	RGWCD
4/11/2017	-41.5	7607.90	RGWCD
5/30/2017	-22.76	7589.10	RGWCD
6/12/2017	-22.46	7588.80	RGWCD
7/14/2017	-20.55	7586.90	RGWCD
8/10/2017	-18.718	7585.10	RGWCD
9/11/2017	-20.29	7586.60	RGWCD
10/11/2017	-23.17	7589.50	RGWCD
11/10/2017	-33.79	7600.10	RGWCD
12/13/2017	-38.75	7605.10	RGWCD
1/9/2018	-38.87	7605.20	RGWCD
2/20/2018	-41.88	7608.20	RGWCD
3/13/2018	-41.71	7608.10	RGWCD
*Preliminary Measurement			
USGS 375155106021501, NA04200919CCC1, RGWCD SAG 4			
SAG 4			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2301.0	37.86527760 N	106.03807770 W	7572.18
Confined Aquifer			

Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/13/2017	-42.75	7617.10	RGWCD
3/14/2017	-43.86	7618.20	RGWCD
4/11/2017	-42.29	7616.60	RGWCD
5/30/2017	-29.35	7603.70	RGWCD
6/12/2017	-27.95	7602.30	RGWCD
7/14/2017	-20.43	7594.80	RGWCD
8/10/2017	-25.29	7599.60	RGWCD
9/11/2017	-26.333	7600.70	RGWCD
10/12/2017	-29.335	7603.70	RGWCD
11/10/2017	-37.976	7612.30	RGWCD
12/13/2017	-40.84	7615.20	RGWCD
1/9/2018	-41.95	7616.30	RGWCD
2/14/2018	-44.19	7618.50	RGWCD
3/13/2018	-44.57	7618.90	RGWCD
*Preliminary Measurement			
USGS 375154106102501, NA04200723CDD, RGWCD SAG 6			
SAG 6			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.86500084 N	106.17419380 W	7634.59
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/13/2017	12.85	7622.50	RGWCD
3/15/2017	11.74	7623.60	RGWCD
4/11/2017	11.45	7623.90	RGWCD
5/9/2017	17.28	7618.00	RGWCD
6/6/2017	17.12	7618.20	RGWCD
7/6/2017	Well Dry	-	RGWCD
8/2/2017	15.23	7620.10	RGWCD
9/6/2017	Well Dry	-	RGWCD
10/3/2017	13.34	7622.00	RGWCD

11/10/2017	11.68	7623.60	RGWCD
12/4/2017	10.89	7624.40	RGWCD
1/8/2018	10.51	7624.80	RGWCD
2/13/2018	10.27	7625.00	RGWCD
3/12/2018	10.33	7625.00	RGWCD
*Preliminary Measurement			
USGS 375255106084401, NA04200818CCB, RGWCD SAG 9			
SAG 9			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
900.0	37.88194500 N	106.14613690 W	7609.52
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/13/2017	-6.46	7617.40	RGWCD
3/15/2017	-7.28	7618.20	RGWCD
4/11/2017	-7.46	7618.40	RGWCD
5/30/2017	-1.21	7612.10	RGWCD
6/19/2017	No Measurement	-	RGWCD
7/13/2017	2.71	7608.20	RGWCD
8/10/2017	-0.086	7611.00	RGWCD
9/6/2017	-1.02	7611.90	RGWCD
10/11/2017	-3.87	7614.80	RGWCD
11/10/2017	-5.31	7616.20	RGWCD
12/7/2017	-8.04	7618.90	RGWCD
1/9/2018	-7.04	7617.90	RGWCD
2/13/2018	-7.15	7618.10	RGWCD
3/12/2018	-7.99	7618.90	RGWCD
*Preliminary Measurement			
USGS 375310106050001, NA04200815ACC, RGWCD SAG 10			
SAG 10			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2087.0	37.88638899 N	106.08196780 W	7584.32

Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	-31.84	7616.30	RGWCD
3/14/2017	-32.79	7617.30	RGWCD
4/11/2017	-32.25	7616.70	RGWCD
5/30/2017	-23.44	7607.90	RGWCD
6/13/2017	-21.76	7606.20	RGWCD
7/13/2017	-19.94	7604.40	RGWCD
8/10/2017	-21.677	7606.20	RGWCD
9/11/2017	-20.86	7605.30	RGWCD
10/11/2017	-24.68	7609.20	RGWCD
11/10/2017	-26.787	7611.30	RGWCD
12/13/2017	-28.02	7612.50	RGWCD
1/9/2018	-29.67	7614.20	RGWCD
2/13/2018	-30.30	7614.80	RGWCD
3/12/2018	-30.23	7614.70	RGWCD
*Preliminary Measurement			
USGS 375009106021001, NA04200931CCC, RGWCD SAG 11			
SAG 11			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
1350.0	37.83583318 N	106.03668950 W	7582.21
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/13/2017	-31.57	7612.80	RGWCD
3/13/2017	-32.80	7614.00	RGWCD
4/12/2017	-32.60	7613.80	RGWCD
5/30/2017	-28.11	7609.30	RGWCD
6/12/2017	-15.75	7597.00	RGWCD
7/14/2017	-13.19	7594.40	RGWCD
8/10/2017	-16.94	7598.10	RGWCD
9/11/2017	-18.79	7600.00	RGWCD

10/11/2017	-19.38	7600.60	RGWCD
11/10/2017	-27.65	7608.90	RGWCD
12/13/2017	-30.99	7612.20	RGWCD
1/9/2018	-30.28	7611.50	RGWCD
2/15/2018	-32.03	7613.20	RGWCD
3/13/2018	-33.03	7614.20	RGWCD
*Preliminary Measurement			
USGS 374915106013001, NA04100906DCD, RGWCD SAG 17			
SAG 17			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
700.0	37.82111088 N	106.02557830 W	7583.18
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/13/2017	-24.38	7607.50	RGWCD
3/14/2017	-25.50	7608.60	RGWCD
4/12/2017	-26.03	7609.20	RGWCD
5/30/2017	-23.43	7606.60	RGWCD
6/12/2017	-23.33	7606.50	RGWCD
7/14/2017	-18.97	7602.10	RGWCD
8/10/2017	-20.67	7603.80	RGWCD
9/5/2017	-19.70	7602.80	RGWCD
10/11/2017	-21.23	7604.40	RGWCD
11/10/2017	-22.50	7605.60	RGWCD
12/13/2017	-23.63	7606.80	RGWCD
1/9/2018	-22.77	7605.90	RGWCD
2/15/2018	-25.15	7608.30	RGWCD
3/13/2018	-24.31	7607.40	RGWCD
*Preliminary Measurement			

USGS 373450105592901, NA03900933ABA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)

			NAVD88)
86.0	37.58871896 N	105.98975942 W	7593.61
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/26/2016	11.49	7582.12	USGS
1/30/2017	10.29	7583.32	USGS
USGS 373820105541501, NA03901008ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
104.0	37.64725136 N	105.90088300 W	7567.84
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/26/2016	12.81	7555.03	USGS
1/30/2017	11.43	7556.41	USGS
USGS 373855105490901, NA03901001DDD1			
EW-32U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.64852484 N	105.81991496 W	7542.15
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	7.89	7534.26	USBR
2/15/2017	7.85	7534.30	USBR
3/15/2017	7.94	7534.21	USBR
4/15/2017	7.94	7534.21	USBR
5/15/2017	7.64	7534.51	USBR

6/13/2017	6.25	7535.90	USBR
6/15/2017	6.49	7535.66	USBR
7/15/2017	7.26	7534.89	USBR
8/15/2017	7.29	7534.86	USBR
8/30/2017	7.39	7534.76	USBR
9/15/2017	7.44	7534.71	USBR
10/15/2017	7.36	7534.79	USBR
11/15/2017	7.36	7534.79	USBR
12/15/2017	7.36	7534.79	USBR
1/15/2018	7.36	7534.79	USBR
2/15/2018	7.35	7534.80	USBR
3/15/2018	7.34	7534.81	USBR

USGS 373855105490902, NA03901001DDD2

EW-32C

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
200.0	37.64852484 N	105.81991496 W	7542.15

Confined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	8.73	7533.42	USBR
2/15/2017	8.58	7533.57	USBR
3/15/2017	8.48	7533.67	USBR
4/15/2017	8.34	7533.81	USBR
5/15/2017	8.19	7533.96	USBR
6/13/2017	8.05	7534.10	USBR
6/15/2017	8.16	7533.99	USBR
7/15/2017	9.02	7533.13	USBR
8/15/2017	9.52	7532.63	USBR
8/30/2017	9.73	7532.42	USBR
9/15/2017	9.32	7532.83	USBR
10/15/2017	8.95	7533.20	USBR
11/15/2017	8.72	7533.43	USBR
12/15/2017	8.38	7533.77	USBR
1/15/2018	8.12	7534.03	USBR
2/15/2018	7.89	7534.26	USBR

3/15/2018	7.74	7534.41	USBR
USGS 373950105534001, NA04001033BCB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
135.0	37.67158430 N	105.89138270 W	7562.85
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/26/2016	13.6	7549.25	USGS
1/30/2017	12.42	7550.43	USGS
USGS 374002106021401, NA04000931BBC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.67227880 N	106.03871950 W	7616.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/26/2016	25.63	7590.66	USGS
1/30/2017	24.66	7591.63	USGS
USGS 374110105565501, NA04000924CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
62.0	37.69111165 N	105.94621710 W	7579.96
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2016	No Measurement	-	USGS
USGS 374224105493901, NA04001024BAA1			

EW-33U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.70649518 N	105.82779667 W	7545.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	22.90	7522.39	USBR
2/15/2017	22.71	7522.58	USBR
3/15/2017	22.57	7522.72	USBR
4/15/2017	22.45	7522.84	USBR
5/15/2017	22.52	7522.77	USBR
6/15/2017	22.85	7522.44	USBR
7/15/2017	23.30	7521.99	USBR
7/23/2017	23.41	7521.88	USBR
8/15/2017	23.69	7521.60	USBR
9/15/2017	23.62	7521.67	USBR
10/15/2017	23.37	7521.92	USBR
11/15/2017	23.15	7522.14	USBR
12/15/2017	22.93	7522.36	USBR
1/15/2018	22.75	7522.54	USBR
2/15/2018	22.61	7522.68	USBR
3/15/2018	22.46	7522.83	USBR
USGS 374224105493902, NA04001024BAA2			
EW-33C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
152.0	37.70649518 N	105.82779667 W	7545.29
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	21.10	7524.19	USBR
2/15/2017	20.92	7524.37	USBR

3/15/2017	20.79	7524.50	USBR
4/15/2017	23.34	7521.95	USBR
5/15/2017	23.32	7521.97	USBR
6/15/2017	31.63	7513.66	USBR
7/15/2017	33.17	7512.12	USBR
7/23/2017	34.38	7510.91	USBR
8/15/2017	27.10	7518.19	USBR
9/15/2017	23.39	7521.90	USBR
10/15/2017	22.27	7523.02	USBR
11/15/2017	21.64	7523.65	USBR
12/15/2017	21.24	7524.05	USBR
1/15/2018	21.01	7524.28	USBR
2/15/2018	20.84	7524.45	USBR
3/15/2018	20.69	7524.60	USBR

USGS 374315105513001, NA04001011CBB

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
84.0	37.72800006 N	105.85457610 W	7550.86

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/21/2016	No Measurement	-	USGS

USGS 374407105511601, NA04001010AAA1

EW-35U

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.73525282 N	105.85502763 W	7548.76

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	18.64	7530.12	USBR
2/15/2017	18.55	7530.21	USBR

3/15/2017	18.50	7530.26	USBR
4/15/2017	18.43	7530.33	USBR
5/15/2017	18.27	7530.49	USBR
6/15/2017	16.97	7531.79	USBR
7/15/2017	18.18	7530.58	USBR
7/20/2017	18.35	7530.41	USBR
8/15/2017	18.90	7529.86	USBR
9/15/2017	19.14	7529.62	USBR
10/15/2017	18.95	7529.81	USBR
11/15/2017	18.73	7530.03	USBR
12/15/2017	18.54	7530.22	USBR
1/15/2018	18.40	7530.36	USBR
2/15/2018	18.30	7530.46	USBR
3/15/2018	18.23	7530.53	USBR

USGS 374407105511602, NA04001010AAA2

EW-35C

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.73525282 N	105.85502763 W	7548.76

Confined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	18.53	7530.23	USBR
2/15/2017	18.49	7530.27	USBR
3/15/2017	18.46	7530.30	USBR
4/15/2017	18.9	7529.86	USBR
5/15/2017	19.87	7528.89	USBR
6/15/2017	24.07	7524.69	USBR
7/15/2017	26.73	7522.03	USBR
7/20/2017	28.02	7520.74	USBR
8/15/2017	23.25	7525.51	USBR
9/15/2017	21.4	7527.36	USBR
10/15/2017	20.2	7528.56	USBR
11/15/2017	18.93	7529.83	USBR
12/15/2017	18.37	7530.39	USBR
1/15/2018	18.21	7530.55	USBR

2/15/2018	18.26	7530.50	USBR
3/15/2018	18.21	7530.55	USBR
USGS 373640106032002, NA03900824BBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
77.0	37.61727967 N	106.05749800 W	7623.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	15.06	7608.28	USGS
2/1/2017	15.24	7608.10	USGS
USGS 373828106071502, NA03900808ABB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
54.0	37.64708002 N	106.12105186 W	7660.77
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	25.72	7635.05	USGS
2/1/2017	22.50	7638.27	USGS
USGS 373830106094001, NA03900712BAB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
107.0	37.64721312 N	106.16301961 W	7694.38
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	26.59	7667.79	USGS

USGS 373920106113001, NA03900703ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.66029452 N	106.19497384 W	7726.4
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
1/27/2016	37.69	7688.71	USGS
2/1/2017	33.49	7692.91	USGS
USGS 373924106084801, NA03900806BBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
14.0	37.66108539 N	106.14822280 W	7684.6
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
1/27/2016	12.68	7671.92	USGS
2/1/2017	12.47	7672.13	USGS
USGS 374032106060202, NA04000828DBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
50.0	37.68289030 N	106.10297140 W	7651.5
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
1/27/2016	34.65	7616.85	USGS
2/1/2017	32.63	7618.87	USGS
USGS 374245106025501, NA04000813ABB1			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
60.0	37.71902825 N	106.04766400 W	7616.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	27.64	7588.7	USGS
2/1/2017	28.05	7588.29	USGS
USGS 374305106163701, NA04000614AAA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
21.0	37.7191413	106.279449	7798.67
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2013	20.52	7778.15	USGS
2/1/2017	20.8	7777.87	USGS
USGS 374350106025001, NA04000801DCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
70.0	37.73397250 N	106.04746950 W	7616.35
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	27.45	7588.9	USGS
2/1/2017	27.83	7588.52	USGS
USGS 374415106063002, NA04000804BCC2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)

			NAVD88)
90.0	37.74166749 N	106.11188800 W	7645.53
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	40.65	7604.88	USGS
2/1/2017	39.71	7605.82	USGS
USGS 374549105540201, NA04101032ABB1			
EW-40U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.76367186 N	105.90050172 W	7555.25
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	27.92	7527.33	USBR
2/15/2017	27.70	7527.55	USBR
3/15/2017	27.52	7527.73	USBR
4/15/2017	27.33	7527.92	USBR
5/15/2017	27.19	7528.06	USBR
6/12/2017	27.25	7528.00	USBR
7/15/2017	27.81	7527.44	USBR
7/29/2017	28.07	7527.18	USBR
8/15/2017	28.43	7526.82	USBR
9/15/2017	28.98	7526.27	USBR
10/15/2017	28.56	7526.69	USBR
11/15/2017	28.54	7526.71	USBR
12/15/2017	28.28	7526.97	USBR
1/15/2018	28.14	7527.11	USBR
2/15/2018	27.95	7527.30	USBR
3/15/2018	27.70	7527.55	USBR
USGS 374549105540202, NA04101032ABB2			

EW-40C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
140.0	37.76367186 N	105.90050172 W	7555.25
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	27.17	7528.08	USBR
2/15/2017	26.96	7528.29	USBR
3/15/2017	26.80	7528.45	USBR
4/15/2017	27.03	7528.22	USBR
5/15/2017	26.68	7528.57	USBR
6/12/2017	30.41	7524.84	USBR
7/15/2017	32.98	7522.27	USBR
7/29/2017	34.24	7521.01	USBR
8/15/2017	32.42	7522.83	USBR
9/15/2017	29.29	7525.96	USBR
10/15/2017	28.38	7526.87	USBR
11/15/2017	28.00	7527.25	USBR
12/15/2017	27.72	7527.53	USBR
1/15/2018	27.48	7527.77	USBR
2/15/2018	27.21	7528.04	USBR
3/15/2018	27.06	7528.19	USBR
USGS 374630106010501, NA04100920CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
112.0	37.77838865 N	106.02046800 W	7591.21
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	27.62	7563.59	USGS
2/1/2017	28.59	7562.62	USGS

USGS 374725106053003, NA04100815CCC3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
95.0	37.79202820 N	106.09330340 W	7622.46
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	32.62	7589.84	USGS
2/1/2017	32.93	7589.53	USGS
USGS 374734105543501, NA04101018DDD1			
EW-41U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.79284300 N	105.91032426 W	7554.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	33.06	7521.89	USBR
2/15/2017	32.83	7522.12	USBR
3/15/2017	32.61	7522.34	USBR
4/15/2017	32.40	7522.55	USBR
5/15/2017	32.42	7522.53	USBR
6/15/2017	32.98	7521.97	USBR
7/15/2017	33.99	7520.96	USBR
7/28/2017	34.38	7520.57	USBR
8/15/2017	34.72	7520.23	USBR
9/15/2017	35.07	7519.88	USBR
10/15/2017	34.8	7520.15	USBR
11/15/2017	34.44	7520.51	USBR
12/15/2017	34.14	7520.81	USBR
1/15/2018	33.81	7521.14	USBR
2/15/2018	33.51	7521.44	USBR
3/15/2018	33.24	7521.71	USBR

USGS 374734105543502, NA04101018DDD2			
EW-41C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
	37.79284300 N	105.91032426 W	7554.95
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	32.45	7522.50	USBR
2/15/2017	32.25	7522.70	USBR
3/15/2017	32.06	7522.89	USBR
4/15/2017	31.97	7522.98	USBR
5/15/2017	32.08	7522.87	USBR
6/15/2017	35.09	7519.86	USBR
7/15/2017	36.63	7518.32	USBR
7/28/2017	37.10	7517.85	USBR
8/15/2017	35.77	7519.18	USBR
9/15/2017	34.80	7520.15	USBR
10/15/2017	34.07	7520.88	USBR
11/15/2017	33.66	7521.29	USBR
12/15/2017	33.40	7521.55	USBR
1/15/2018	33.09	7521.86	USBR
2/15/2018	32.80	7522.15	USBR
3/15/2018	32.59	7522.36	USBR
USGS 374918105561401, NA04100901DCD1			
EW-48U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.82160275 N	105.93785390 W	7559.88
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/15/2017	40.43	7519.45	USBR
2/15/2017	40.26	7519.62	USBR
3/15/2017	40.09	7519.79	USBR
4/15/2017	39.89	7519.99	USBR
5/15/2017	39.71	7520.17	USBR
6/15/2017	39.69	7520.19	USBR
7/15/2017	40.15	7519.73	USBR
8/15/2017	40.63	7519.25	USBR
9/15/2017	40.95	7518.93	USBR
10/15/2017	41.04	7518.84	USBR
11/15/2017	40.98	7518.90	USBR
12/15/2017	40.84	7519.04	USBR
1/15/2018	40.66	7519.22	USBR
2/15/2018	40.49	7519.39	USBR
3/15/2018	40.32	7519.56	USBR
USGS 374918105561402, NA04100901DCD2			
EW-48C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.82160275 N	105.93785390 W	7559.88
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	40.10	7519.78	USBR
2/15/2017	39.85	7520.03	USBR
3/15/2017	39.69	7520.19	USBR
4/15/2017	39.56	7520.32	USBR
5/15/2017	39.41	7520.47	USBR
6/15/2017	39.82	7520.06	USBR
7/15/2017	40.72	7519.16	USBR
8/15/2017	41.19	7518.69	USBR
9/15/2017	41.33	7518.55	USBR
10/15/2017	41.03	7518.85	USBR
11/15/2017	40.85	7519.03	USBR
12/15/2017	40.65	7519.23	USBR
1/15/2018	40.43	7519.45	USBR

2/15/2018	40.20	7519.68	USBR
3/15/2018	39.97	7519.91	USBR
USGS 375011105575401, NA04200934DDD1			
EW-49U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.83609425 N	105.96537466 W	7560.23
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	27.64	7532.59	USBR
2/15/2017	27.38	7532.85	USBR
3/15/2017	27.15	7533.08	USBR
4/15/2017	26.88	7533.35	USBR
5/15/2017	26.70	7533.53	USBR
6/15/2017	26.76	7533.47	USBR
7/15/2017	27.22	7533.01	USBR
8/15/2017	27.66	7532.57	USBR
9/1/2017	27.93	7532.30	USBR
9/15/2017	28.02	7532.21	USBR
10/15/2017	28.01	7532.22	USBR
11/15/2017	27.83	7532.40	USBR
12/15/2017	27.66	7532.57	USBR
1/15/2018	27.49	7532.74	USBR
2/15/2018	27.28	7532.95	USBR
3/15/2018	27.09	7533.14	USBR
USGS 375011105575402, NA04200934DDD2			
EW-49C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.83609425 N	105.96537466 W	7560.23
Confined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	27.58	7532.65	USBR
2/15/2017	27.32	7532.91	USBR
3/15/2017	27.09	7533.14	USBR
4/15/2017	26.85	7533.38	USBR
5/15/2017	26.70	7533.53	USBR
6/15/2017	26.94	7533.29	USBR
7/15/2017	27.54	7532.69	USBR
8/15/2017	27.96	7532.27	USBR
9/1/2017	28.51	7531.72	USBR
9/15/2017	28.17	7532.06	USBR
10/15/2017	28.08	7532.15	USBR
11/15/2017	27.86	7532.37	USBR
12/15/2017	27.65	7532.58	USBR
1/15/2018	27.44	7532.79	USBR
2/15/2018	27.23	7533.00	USBR
3/15/2018	27.04	7533.19	USBR

USGS 375100105554201, NA04200936AAA1

EW-50U

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.85032119 N	105.92892777 W	7550.93

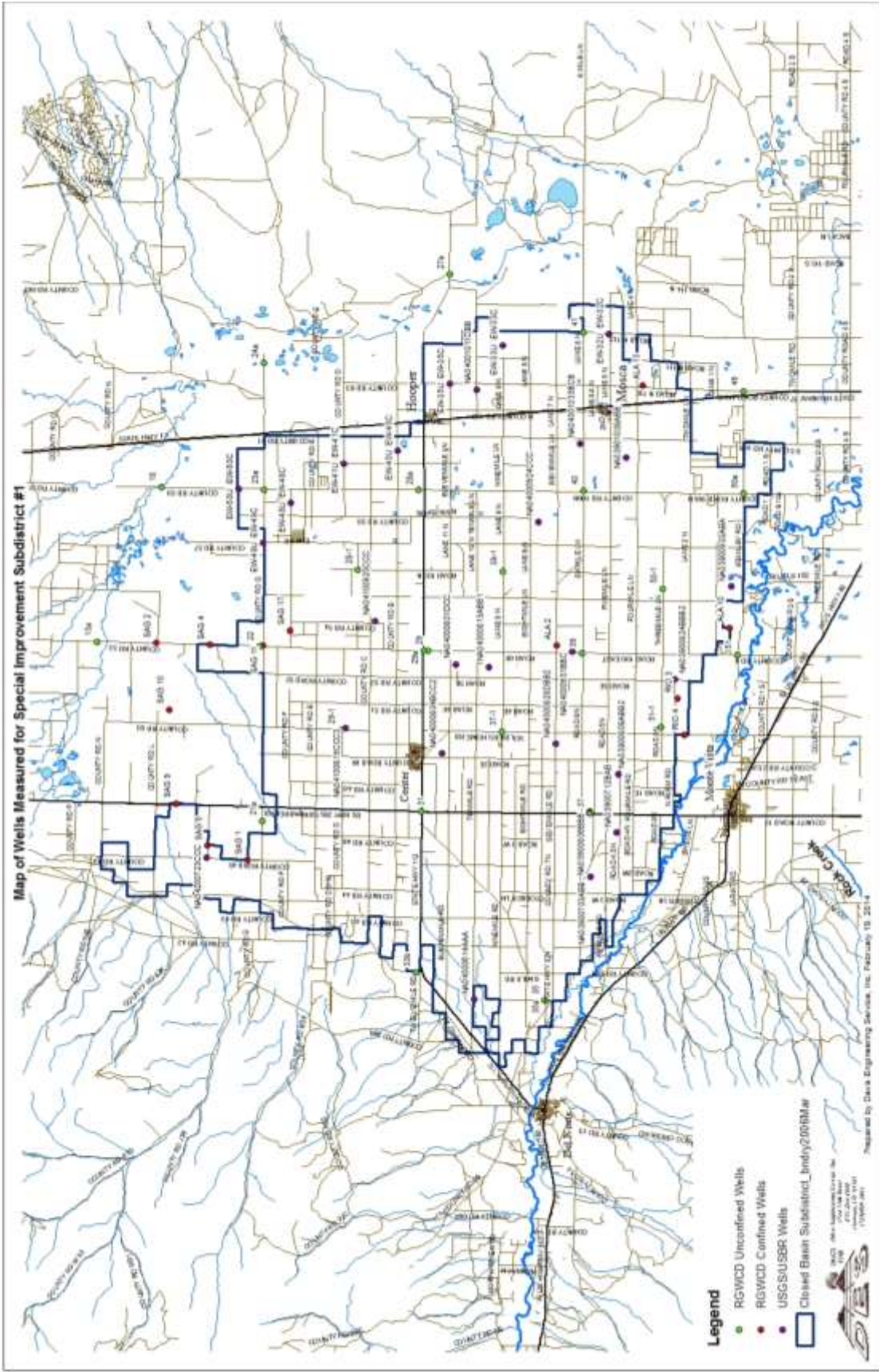
Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	32.25	7518.68	USBR
2/15/2017	32.05	7518.88	USBR
3/15/2017	31.88	7519.05	USBR
4/15/2017	31.70	7519.23	USBR
5/15/2017	31.62	7519.31	USBR
6/15/2017	31.92	7519.01	USBR
7/10/2017	32.47	7518.46	USBR
7/15/2017	32.58	7518.35	USBR
8/15/2017	33.08	7517.85	USBR

9/15/2017	33.13	7517.8	USBR
10/15/2017	32.95	7517.98	USBR
11/15/2017	32.76	7518.17	USBR
12/15/2017	32.56	7518.37	USBR
1/15/2018	32.35	7518.58	USBR
2/15/2018	32.14	7518.79	USBR
3/15/2018	31.94	7518.99	USBR
USGS 375100105554202, NA04200936AAA2			
EW-50C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
123.0	37.85032119 N	105.92892777 W	7550.93
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2017	30.24	7520.69	USBR
2/15/2017	29.97	7520.96	USBR
3/15/2017	29.73	7521.2	USBR
4/15/2017	29.78	7521.15	USBR
5/15/2017	31.16	7519.77	USBR
6/15/2017	38.21	7512.72	USBR
7/10/2017	43.11	7507.82	USBR
7/15/2017	36.96	7513.97	USBR
8/15/2017	39.61	7511.32	USBR
9/15/2017	31.83	7519.1	USBR
10/15/2017	31.36	7519.57	USBR
11/15/2017	30.95	7519.98	USBR
12/15/2017	30.63	7520.3	USBR
1/15/2018	30.34	7520.59	USBR
2/15/2018	30.03	7520.9	USBR
3/15/2018	29.76	7521.17	USBR
USGS 375155106105501, NA04200723CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)

130.0	37.86658420 N	106.18291630 W	7645.61
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	29.4	7616.21	USGS
2/1/2017	20.6	7625.01	USGS

Map of Wells Measured for Special Improvement Subdistrict #1



- RGWCD Unconfined Wells
- RGWCD Confined Wells
- USGS/SBR Wells
- Closed Basin Subdistrict_bdry200RMw

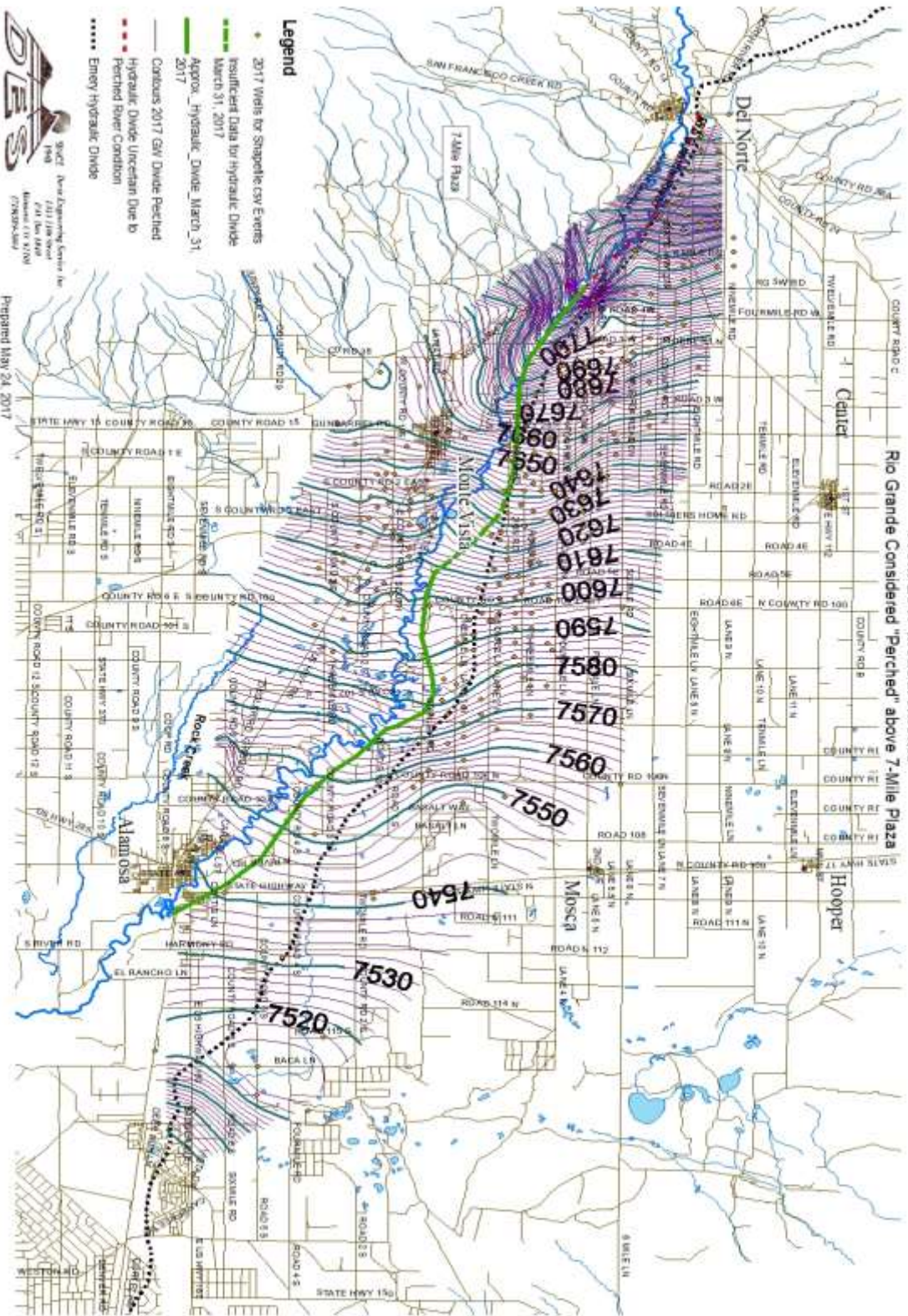
Prepared by Davis Engineering Services, Inc. February 15, 2014



APPENDIX K

MAPS OF HYDRAULIC DIVIDE SHOWING GROUNDWATER CONTOURS AND FLOW VECTORS
PREPARED FROM SPRING 2017 WELL MEASUREMENTS

**Groundwater Contours in an Area of the San Luis Valley, Colorado
 Rio Grande Considered "Perched" above 7-Mile Plaza
 From 2017 Measurements**



Legend

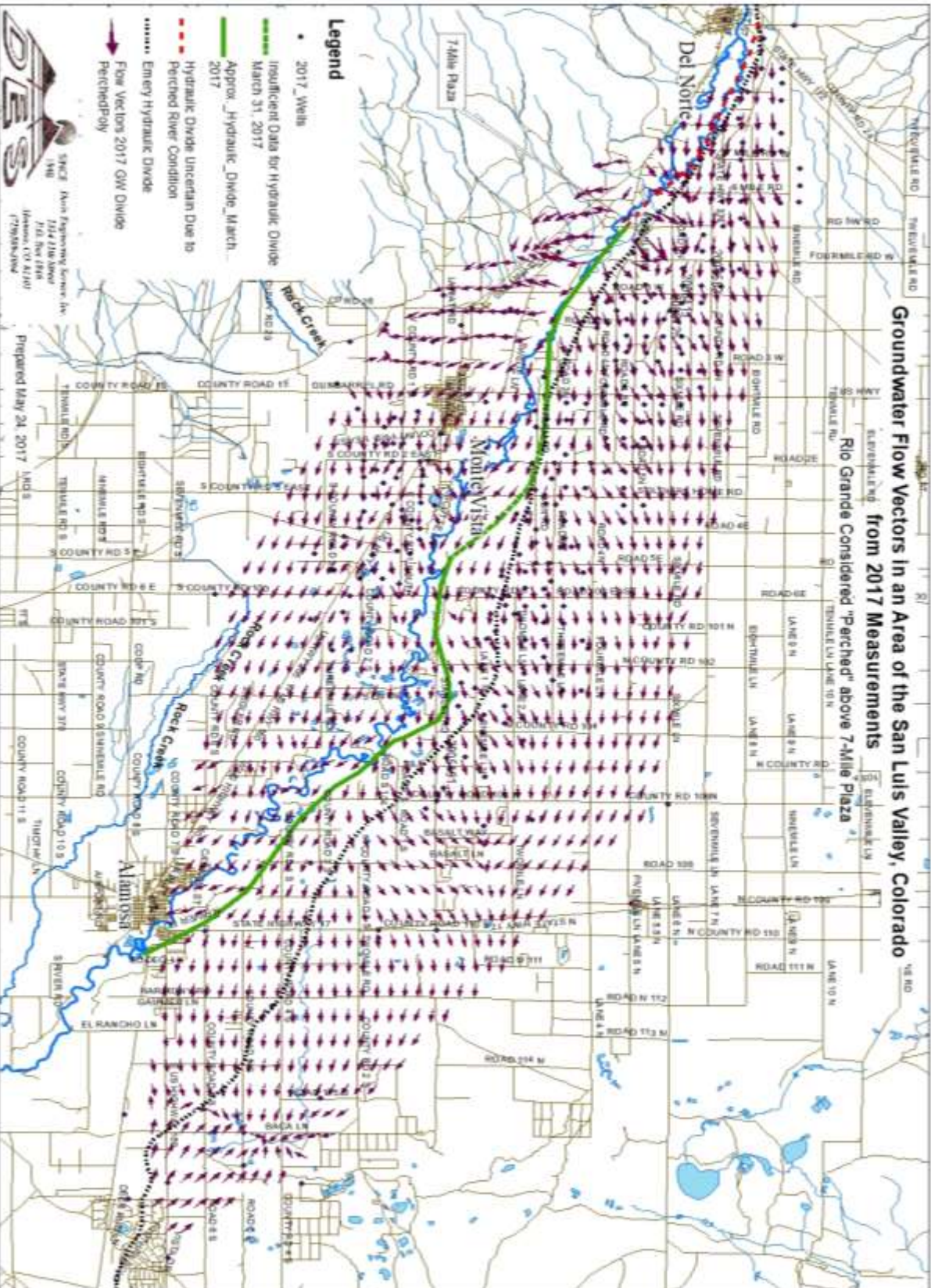
- 2017 Wells for Stratopac CSV Events
- Hydraulic Data for Hydraulic Divide March 31, 2017
- Approx. Hydraulic Divide March 31, 2017
- Contours 2017 GW Divide Perched
- - - Hydraulic Divide Uncertain Due to Perched River Condition
- Emergency Hydraulic Divides

DGS Dover Engineering Services, Inc.
 1904 1411 1/2th Street
 Alamosa, CO 81801
 (719) 585-1200
 (719) 585-1209
 (719) 585-1208

Prepared Mar 24, 2017

Groundwater Flow Vectors in an Area of the San Luis Valley, Colorado

Rio Grande Considered "Perched" above 7-Mile Plaza



Legend

- 2017 Wells
- Insufficient Data for Hydraulic Divide
- Approx. Hydraulic Divide, March 2017
- Hydraulic Divide Uncertain Due to Perched River Condition
- Emery Hydraulic Divide
- Flow Vectors 2017 GW Divide PerchedP01y



SWCC - Water Engineering Services, Inc.
198
2014 208 Street
702 2nd Street
Alamosa, CO 81801
(719) 585-2100

Prepared May 24, 2017

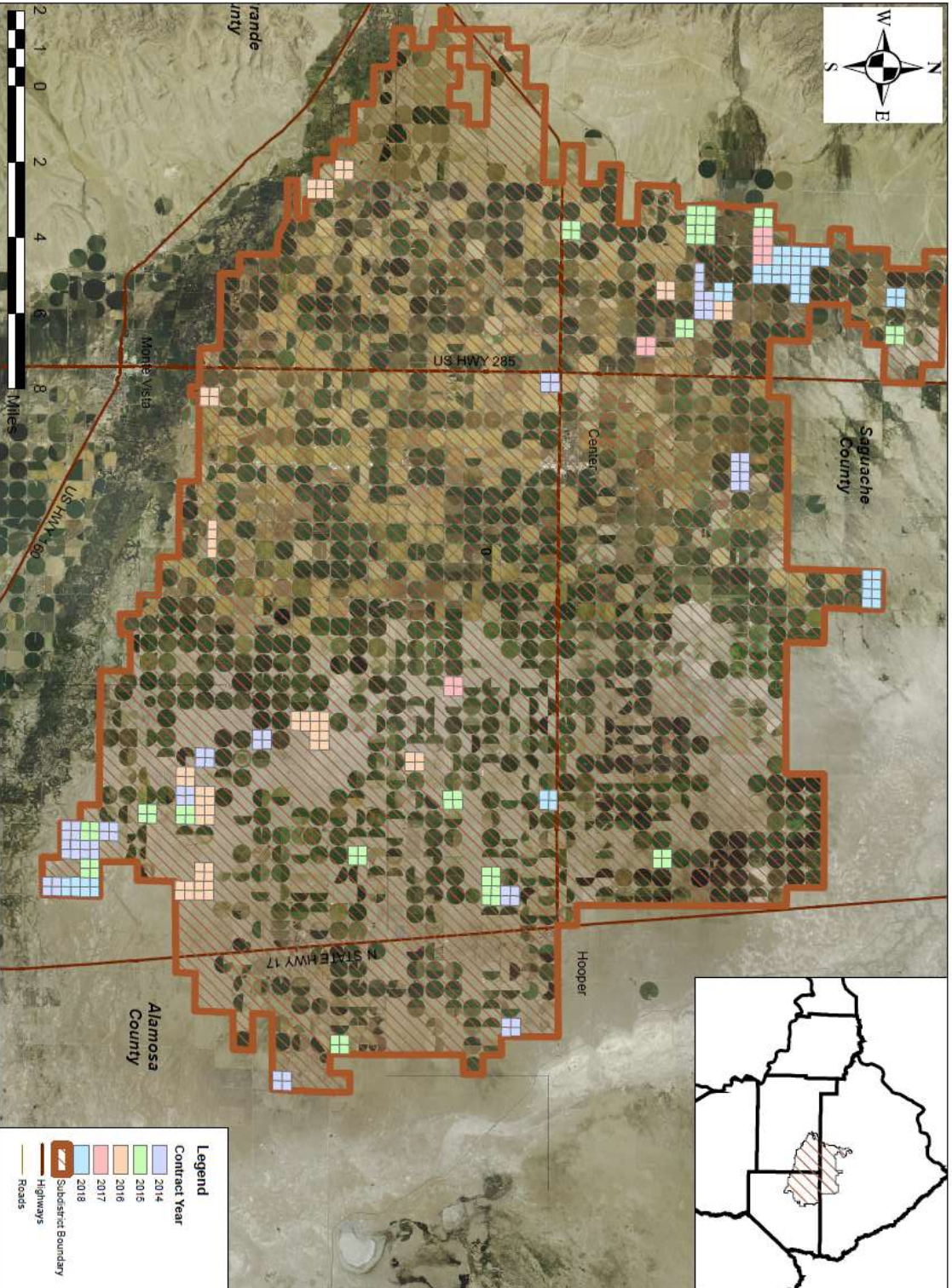
LMS

APPENDIX L

The List of 2017 and 2018 CREP Parcels in Subdistrict No. 1 by Legal Location

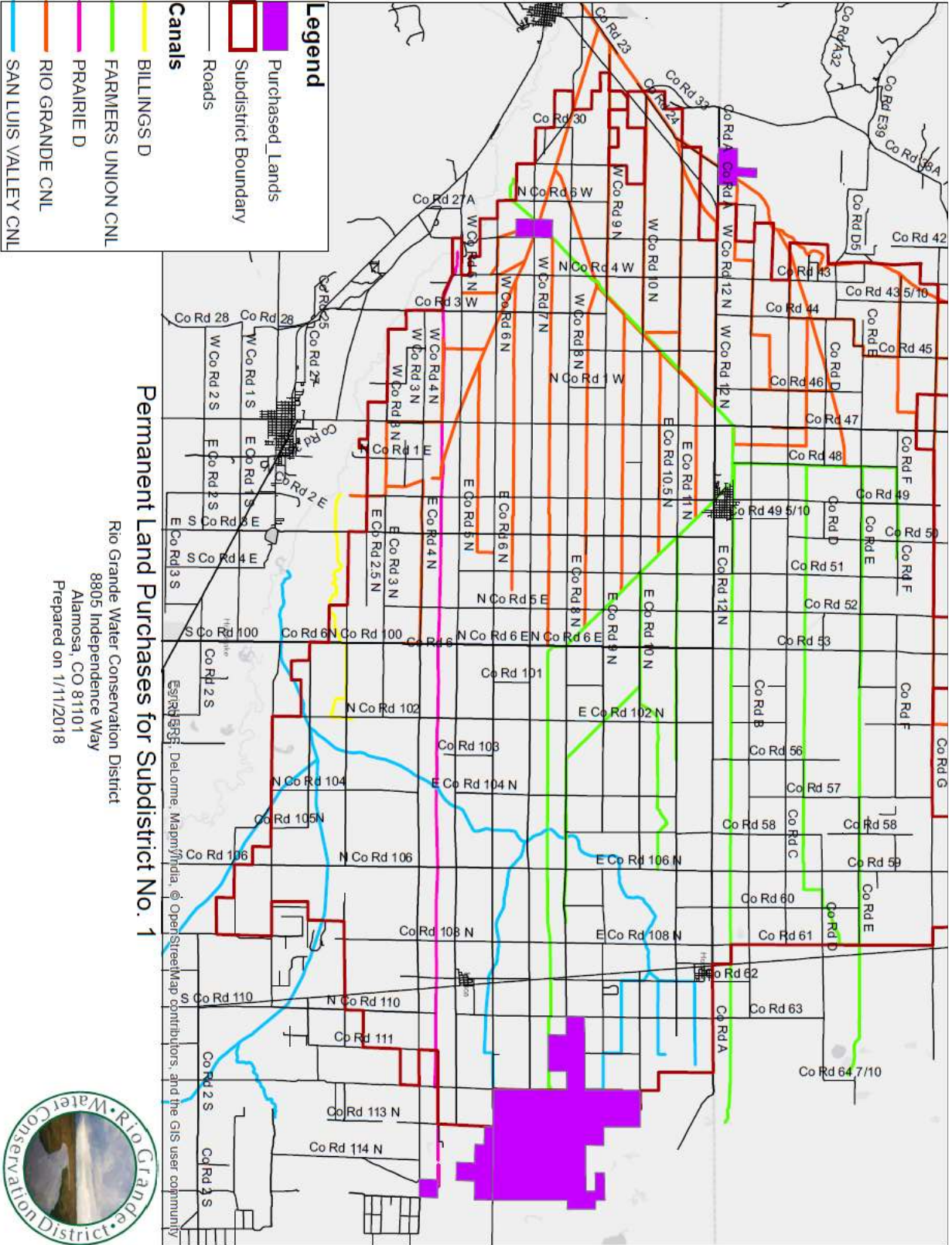
Legal Location	Size (Acres)	Contract Type
SW 24-41-7	120	Temporary
SW 16-40-9	113.92	Temporary
SE 4-41-7	122.4	Temporary
SW 4-41-7	123.4	Temporary
NW 1-40-9	106	Temporary
SE 24-42-8	120	Temporary
SW 24-42-8	120.35	Temporary
SW 34-42-7	124.78	Temporary
SE 33-42-7	114.32	Temporary
NE 33-42-7	119.3	Temporary
SE 34-42-7	125.58	Temporary
NE 4-41-7	125.5	Temporary
NW 3-41-7	126.3	Temporary
NE 22-42-7	125.15	Temporary
SW 3-41-7	126.1	Temporary
SE 10-41-7	123	Temporary
NE 5-38-10	120.5	Permanent
SE 5-38-10	121.3	Permanent
Total Acres	2177.9	

CREP PROGRAM ORIGINAL AND PROPOSED FIELD LOCATIONS



APPENDIX M

Permanent Land Purchases for Subdistrict #1



Permanent Land Purchases for Subdistrict No. 1
 Rio Grande Water Conservation District
 8805 Independence Way
 Alamosa, CO 81101
 Prepared on 1/11/2018

APPENDIX N

March 23, 2018

RGWCD SPECIAL IMPROVEMENT DISTRICT NO. 1 AND CENTENNIAL DITCH COMPANY RESOLUTION

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

Whereas: Subdistrict No. 1 staff presented to the Board, as the reason for this request, that there can be times when there is a dry reach in the Rio Grande when the Excelsior Ditch is sweeping the river. This may occur when the Excelsior Ditch is the calling priority on the Rio Grande and there is no Rio Grande Compact call.

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

Whereas: If the Centennial Ditch allows Subdistrict No. 1 to convey water through the ditch, around the dry reach below the Excelsior and back into the Rio Grande, Subdistrict No. 1 can replace injurious depletions without the high losses that would occur trying to force water through the dry reach..

Whereas: The number of days it would be necessary to convey water through the Centennial Ditch during the irrigation season will depend on the calling priority on any given day, the amount of water in the Rio Grande available for diversion and Rio Grande Compact administration.

Whereas: Subdistrict No. 1 has offered compensation to the Centennial Ditch Company for this occasional use of the Centennial Ditch which the Board of Directors found acceptable.

Whereas: Subdistrict No. 1 shall provide the appropriate measuring devices under the direction of the Division Engineer to make the necessary measurements for the use of the Centennial Ditch in the manner.

Whereas: Subdistrict No. 1 shall provide the water to be carried for replacing depletions to the headgate of the Centennial Ditch as well as all transit losses occurred through evaporation and seepage to this water as it passes through the Centennial Ditch.

Whereas: Subdistrict No. 1 shall provide accounting subject to the reasonable acceptance of the Centennial Ditch Board of Directors and the Division Engineer.

Whereas: The Centennial Ditch Company assumes no liability for actions of Subdistrict No. 1 and by accepting this proposal does not commit or guarantee any future agreements with Subdistrict No. 1. Unless extended by mutual agreement of Subdistrict No. 1 and the Centennial Ditch Company, this agreement will end April 30, 2019.

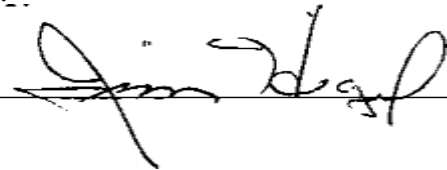
Whereas: The Centennial Ditch Company will make all reasonable efforts to deliver/transfer replacement water for well depletions from Subdistrict #1 well pumping through the Centennial Ditch system as efficiently as possible and on a timely basis as required by Subdistrict No. 1 to comply with the Annual Operating Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Centennial Ditch Company authorizes to allow Special Improvement Subdistrict No. 1 of the Rio Grande Water Conservation District to convey water through the Centennial Ditch to replace injurious depletions under the Annual Operating Plan and subject to the terms set forth above. The Centennial Ditch Company and Subdistrict No. 1 will work together to accomplish the terms of this agreement.

BE IT FURTHER RESOLVED that President of the Board Jim Higel is hereby authorized and empowered to execute in the name of the Board of Directors of the Centennial Ditch Company approval of this agreement.

The forgoing resolution was passed by the Board of Directors of the Centennial Ditch Company this ____ day of March, 2018.

ATTEST: .

Signed: 

Date: 3-8-18