

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

ANNUAL REPLACEMENT PLAN  
2016 PLAN YEAR

Prepared

April 12, 2016

By

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

And in consultation with

Davis Engineering Service, Inc.  
P.O. Box 1840, 1314 11<sup>th</sup> Street  
Alamosa, Colorado 81101

# APPENDIX A

## 2016 SUBDISTRICT NO. 1 WELL LIST

### Current Tabulation of Wells Included in Subdistrict No. 1

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2005001		2005006		2005007	0.03	2005012		2005013	
2005018	75.37	2005019		2005022	59.95	2005029		2005030	
2005033	89.11	2005035	81.77	2005037	97.47	2005038	122.73	2005040	
2005041	108.49	2005042		2005046	129.97	2005047		2005048	
2005049	83.62	2005050	56.84	2005051		2005052	56.84	2005053	51.15
2005056		2005057	89.00	2005058	57.57	2005059	61.73	2005061	
2005062		2005069		2005072		2005077		2005078	
2005080	33.04	2005081		2005084	59.77	2005085		2005089	
2005092	0.05	2005094	68.90	2005095	75.75	2005096	0.00	2005097	
2005098	86.00	2005102		2005103	82.29	2005104	82.03	2005105	
2005107	63.23	2005109		2005112		2005113		2005114	
2005115		2005116	207.21	2005119		2005120	102.90	2005121	0.00
2005122		2005123		2005124		2005125	88.76	2005126	
2005127	247.74	2005131		2005132	60.90	2005133	36.90	2005134	40.07
2005135	107.74	2005136		2005137	89.68	2005138	64.49	2005141	
2005142	0.20	2005144		2005145	99.45	2005148		2005152	
2005154		2005155	89.42	2005156	83.62	2005158		2005159	92.15
2005161	0.00	2005162	73.19	2005163	98.07	2005167		2005168	
2005169		2005170		2005171	0.00	2005172	179.97	2005173	
2005174		2005175		2005176	79.55	2005177	92.42	2005178	67.28
2005179		2005181	60.43	2005183		2005185		2005186	33.79



<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2005187		2005192		2005193		2005196		2005197	122.79
2005201		2005202	75.93	2005203		2005205	0.13	2005206	82.04
2005207	109.57	2005208		2005211	98.59	2005212	77.81	2005315	
2005316	129.19	2005322	169.60	2005324	273.81	2005325	90.50	2005326	
2005334	52.08	2005335		2005336		2005337	70.66	2005338	
2005339	70.66	2005340	83.62	2005342		2005344	0.18	2005354	
2005355		2005356		2005362		2005374		2005376	
2005383	108.42	2005384	99.45	2005388	75.08	2005391	89.00	2005393	
2005396		2005398	83.94	2005399	7.66	2005407	162.41	2005408	
2005409	103.18	2005410	129.97	2005411	62.56	2005412		2005424	54.64
2005425	52.86	2005427		2005429	86.23	2005430	69.24	2005431	129.91
2005433	55.08	2005434	39.67	2005435	63.35	2005439	113.58	2005443	26.34
2005444	1.44	2005445		2005446	41.63	2005447	34.37	2005448	10.84
2005450		2005451	60.90	2005452	44.45	2005453		2005454	29.99
2005457		2005458		2005459		2005461	118.67	2005462	
2005465	77.84	2005466	2.45	2005467	67.98	2005468	19.11	2005469	76.52
2005470	36.28	2005471	43.21	2005472		2005473		2005474	54.26
2005476	7.00	2005479		2005480		2005481	123.49	2005482	23.75
2005483	59.32	2005484	116.54	2005488	29.49	2005489	29.49	2005490	94.78
2005491		2005492		2005493	84.28	2005494	121.48	2005495	83.82
2005496	21.72	2005497	118.67	2005498	82.04	2005499	142.91	2005503	34.87
2005504	267.74	2005505	52.66	2005507	62.56	2005508	64.45	2005509	36.96
2005510	30.81	2005511	34.37	2005512	3.44	2005513	54.77	2005514	54.77
2005515	17.56	2005516	37.49	2005517	0.00	2005518	10.31	2005519	67.78
2005520	28.59	2005521	77.84	2005522	69.24	2005523	92.06	2005524	84.28

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2005525	90.17	2005526		2005527	93.06	2005528	89.52	2005529	38.50
2005530	53.46	2005531	52.86	2005532	54.64	2005533	36.90	2005534	40.07
2005535	86.23	2005536	63.35	2005537	7.00	2005538	7.00	2005540	
2005560	95.02	2005562		2005567	77.69	2005568	104.21	2005569	50.50
2005570	50.50	2005571	91.86	2005572	91.86	2005573		2005574	146.72
2005575		2005576	210.15	2005578	80.32	2005579	80.32	2005580	
2005581		2005582	57.29	2005583	55.60	2005584	58.72	2005585	58.72
2005586	101.76	2005587	101.76	2005588	95.02	2005589	97.68	2005590	97.43
2005592	124.63	2005593	89.69	2005594	53.09	2005595	132.51	2005596	167.18
2005597	54.65	2005598	94.74	2005599	95.25	2005601	89.05	2005603	71.21
2005604	49.92	2005605	94.72	2005608	78.41	2005609	37.65	2005610	75.74
2005612	81.45	2005613	67.11	2005614	85.88	2005617	72.64	2005621	59.58
2005641		2005642	20.28	2005643	20.28	2005645	260.74	2005646	0.03
2005648	263.67	2005651		2005652	25.71	2005653	24.95	2005654	24.95
2005656	71.50	2005657		2005658		2005659	46.81	2005660	46.81
2005662	98.09	2005663	98.09	2005664		2005665	68.16	2005666	68.16
2005668	30.41	2005669	30.41	2005670	64.90	2005671	44.53	2005672	82.24
2005673	70.34	2005674	59.10	2005675	64.17	2005676	38.59	2005677	44.88
2005678	50.57	2005679	50.57	2005680	73.38	2005681	73.38	2005682	55.78
2005683	55.78	2005684	78.63	2005685	78.63	2005686		2005687	187.69
2005688		2005689	82.16	2005690	96.45	2005691	96.45	2005692	99.59
2005693	99.59	2005694	91.47	2005695	91.47	2005696		2005697	83.62
2005698	62.21	2005699	62.21	2005700	0.00	2005701		2005702	103.96
2005703	90.66	2005704	103.96	2005705	90.66	2005706		2005707	87.53
2005708		2005709	58.91	2005710	131.60	2005711	131.60	2005712	143.40

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2005713	228.37	2005714	56.30	2005715	56.30	2005716	68.47	2005717	68.47
2005718	115.78	2005719	115.78	2005720	0.00	2005721	103.79	2005722	
2005723	5.66	2005726	43.99	2005727	61.65	2005728	0.00	2005729	224.16
2005730		2005731	165.05	2005738		2005739	43.41	2005740	84.94
2005741	84.94	2005742	29.57	2005743	29.57	2005745	27.91	2005746	27.74
2005747	45.50	2005748	52.60	2005749	36.11	2005750	30.06	2005751	21.27
2005752	23.60	2005753	11.74	2005754	35.20	2005755	24.26	2005756	40.71
2005757	39.51	2005758	47.42	2005759	47.42	2005760	53.09	2005761	94.57
2005762	91.79	2005763	30.55	2005764	29.65	2005765	29.65	2005766	4.00
2005767	8.75	2005768	8.75	2005769	7.75	2005770	7.75	2005771	7.75
2005772	100.46	2005773	56.75	2005774	69.43	2005775	69.43	2005776	40.51
2005777	40.51	2005778	56.52	2005779	56.52	2005780	52.11	2005781	75.61
2005782	57.47	2005784	80.70	2005785		2005786	75.24	2005787	30.39
2005789	51.10	2005791	74.73	2005793		2005798		2005799	
2005801	153.24	2005803	77.18	2005806		2005807	370.01	2005809	44.53
2005811	70.34	2005812		2005813	100.72	2005814	75.95	2005815	34.63
2005816	0.00	2005817	159.30	2005818		2005819	90.50	2005820	63.58
2005821	61.71	2005822		2005823	36.71	2005824	30.49	2005825	30.49
2005826	53.08	2005827	25.18	2005828	190.66	2005829	48.42	2005830	47.94
2005831	46.53	2005832	45.54	2005833	45.54	2005834		2005835	
2005836	41.63	2005837	40.41	2005838	82.70	2005839	25.90	2005840	32.75
2005841	31.78	2005842	63.16	2005843	61.30	2005844	63.23	2005845	65.15
2005846	61.76	2005847	61.76	2005848	56.69	2005849	56.69	2005850	0.02
2005851	46.10	2005852	31.86	2005853	31.86	2005855	45.74	2005857	9.94
2005859	24.85	2005862	22.91	2005864	55.77	2005866		2005868	89.74

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2005869		2005870	18.19	2005871	18.19	2005876	87.24	2005884	114.34
2005886	89.74	2005907	43.03	2005909	57.03	2005913	85.24	2005916	36.59
2005918	36.59	2005919	36.59	2005920	36.59	2005921	22.88	2005923	81.26
2005924	111.96	2005926	75.74	2005928		2005929		2005930	60.43
2005931	114.43	2005932	163.45	2005933		2005934		2005935	258.87
2005936	162.00	2005937	0.00	2005941	22.88	2005948	69.81	2005949	69.81
2005950	41.47	2005951	6.25	2005952	47.30	2005953	26.13	2005954	26.13
2005955	6.25	2006003	5.11	2006004		2006005	28.91	2006007	44.23
2006008	42.93	2006009	115.08	2006010		2006011	79.55	2006013	79.48
2006014	79.48	2006016	42.93	2006017	66.50	2006018	66.50	2006019	
2006020	13.57	2006021	177.71	2006023	58.66	2006025		2006026	68.10
2006027	68.10	2006028	60.65	2006029	60.65	2006030	14.85	2006031	15.30
2006032	43.03	2006152	50.43	2006153	19.50	2006176	95.42	2006177	83.00
2006178	95.42	2006179	83.00	2006218	97.33	2006234		2006235	108.49
2006248	53.24	2006251	79.58	2006252	79.58	2006253	78.58	2006254	78.58
2006262	1.27	2006263	115.37	2006264	128.82	2006265		2006266	68.18
2006269		2006270	83.81	2006271		2006272	72.21	2006273	
2006274	51.91	2006275		2006276	84.98	2006277		2006278	98.31
2006279		2006280	133.42	2006281	89.60	2006282	89.60	2006283	22.88
2006284	66.62	2006285	66.62	2006286	122.74	2006287	122.74	2006288	48.18
2006289	31.83	2006290	51.79	2006291	51.79	2006292	30.26	2006293	30.26
2006294	30.26	2006297	63.16	2006298		2006299	64.18	2006300	39.28
2006301	122.79	2006302		2006304		2006305	59.64	2006306	
2006307	97.42	2006308		2006309	179.89	2006310	53.31	2006311	23.72
2006312	51.50	2006313	51.50	2006314	42.84	2006315	41.58	2006319	102.60

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2006320	102.60	2006321	41.83	2006322	41.83	2006323	60.96	2006324	
2006325	63.25	2006326	63.25	2006327	23.60	2006328	23.60	2006329	0.00
2006330	0.00	2006331	50.80	2006332	50.80	2006333	14.29	2006334	14.29
2006335	23.50	2006336	23.50	2006337	0.00	2006338	0.00	2006339	1.01
2006340		2006342	116.90	2006343		2006344	102.52	2006345	62.56
2006346	62.56	2006347	94.71	2006348		2006349	145.31	2006350	
2006351	28.33	2006352		2006353	53.49	2006354	53.90	2006355	52.31
2006356	110.77	2006358	68.02	2006359	104.88	2006360	99.58	2006361	
2006362	55.74	2006363		2006364	82.80	2006365	43.89	2006366	45.22
2006367	52.68	2006368	52.68	2006369	95.42	2006370	95.42	2006371	
2006372	105.38	2006373	0.00	2006374	78.26	2006375	116.28	2006376	116.28
2006377		2006378	0.00	2006379	93.48	2006380	58.39	2006381	
2006382	78.21	2006383	78.60	2006384	78.60	2006385	77.93	2006386	80.29
2006387		2006388	84.75	2006389		2006390	81.50	2006391	102.82
2006392	102.82	2006393		2006394	96.74	2006395		2006396	89.63
2006397	0.00	2006398	237.57	2006399		2006402	286.00	2006403	58.88
2006404		2006405	77.96	2006409		2006410	94.18	2006411	88.76
2006412		2006413	70.90	2006414	53.59	2006415	55.22	2006416	81.82
2006417		2006418	114.06	2006419		2006420	58.24	2006421	
2006422	127.56	2006423	71.05	2006424	71.05	2006427	67.28	2006428	89.68
2006429	64.49	2006430		2006431	100.72	2006434		2006435	114.44
2006436		2006437	61.45	2006438		2006439	80.23	2006440	
2006441	151.93	2006444	83.88	2006445	0.00	2006446		2006447	178.06
2006448		2006449	77.16	2006450	79.96	2006451	79.96	2006452	
2006453	78.77	2006454		2006455	69.87	2006457	79.64	2006458	79.64

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2006459	53.00	2006460	40.02	2006461	66.05	2006462	66.05	2006463	86.31
2006464	86.31	2006466	58.75	2006467		2006468	139.93	2006469	
2006470	90.66	2006471		2006472	224.89	2006473		2006474	86.14
2006475		2006476	88.25	2006478	31.91	2006479	104.36	2006480	129.13
2006481	63.85	2006482	63.85	2006483	97.47	2006491		2006492	60.85
2006493		2006494	68.45	2006495		2006496	175.88	2006497	0.00
2006498	188.63	2006499		2006500	126.59	2006501		2006502	78.06
2006504	69.35	2006512	86.96	2006513	72.90	2006514	72.90	2006515	78.92
2006516	78.92	2006517		2006518	101.51	2006519	86.27	2006520	86.27
2006521	104.80	2006522	104.80	2006523		2006524	93.90	2006525	22.88
2006526	111.52	2006527	103.90	2006528	63.45	2006529	63.45	2006530	
2006531	277.46	2006532	40.92	2006533	42.16	2006534	108.49	2006535	89.75
2006536	89.75	2006538	89.50	2006539		2006540	46.86	2006541	46.86
2006542	48.28	2006545	76.82	2006546		2006547	136.77	2006548	
2006549	83.72	2006555	55.15	2006557	51.10	2006559		2006560	68.27
2006561	68.27	2006562	59.77	2006563	139.72	2006564	80.45	2006565	
2006566	209.10	2006567	104.52	2006570	67.09	2006571	67.09	2006574	60.84
2006575	60.84	2006576	78.00	2006577	78.00	2006578		2006579	153.15
2006580	73.26	2006581	73.26	2006585	82.39	2006587	55.20	2006588	55.20
2006589	103.89	2006590		2006591		2006592		2006593	
2006594	110.04	2006595		2006596	4.00	2006597	37.27	2006598	34.66
2006599	37.27	2006601	35.50	2006602	46.26	2006604	24.55	2006605	38.95
2006606	38.95	2006608	35.77	2006609		2006610	142.91	2006611	
2006612	147.08	2006613	0.00	2006615	96.04	2006617	51.10	2006622	53.40
2006623	408.00	2006624	11.00	2006625		2006626	128.23	2006627	47.46

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2006628	47.46	2006629	48.90	2006630	48.23	2006631	82.29	2006632	82.03
2006633	55.15	2006635	90.65	2006637	65.47	2006643	63.54	2006644	106.39
2006645	106.39	2006646	61.06	2006647	61.06	2006648		2006649	63.17
2006653		2006654	2.05	2006655	28.91	2006656	29.78	2006659	54.60
2006662	0.01	2006668	49.27	2006669	49.27	2006670	97.42	2006673	103.36
2006675	112.67	2006678	170.24	2006679	88.99	2006684	16.70	2006685	16.21
2006686	16.21	2008001	202.99	2008002	30.49	2008003	101.59	2008005	137.26
2008008	94.95	2008009	139.81	2008011	47.01	2008012	81.49	2008016	54.09
2008017	90.82	2008018	122.00	2008026	142.02	2008027	65.37	2008030	30.48
2008031	30.48	2008032	31.40	2008033	28.48	2008034	45.60	2008037	87.49
2008038	37.85	2008039	78.04	2008040	79.77	2008041	57.96	2008042	57.96
2008046	133.37	2008048	33.73	2008050	35.20	2008129	31.01	2008130	31.01
2008139	112.36	2008141	91.97	2008142	56.83	2008143	56.83	2008144	26.28
2008145	26.28	2008146	32.32	2008147	32.32	2008148	41.40	2008149	41.40
2008150	63.48	2008153	53.83	2008154	53.83	2008155	35.09	2008156	35.09
2008161	55.46	2008163	69.06	2008164	69.43	2008166	92.83	2008167	92.83
2008168		2008169	36.63	2008172	42.88	2008173	42.88	2008174	0.05
2008177	31.66	2008178	31.66	2008180	86.50	2008181	86.50	2008182	56.00
2008183	56.00	2008185	95.54	2008186		2008187	59.82	2008188	223.74
2008190	210.41	2008193	196.56	2008195	93.46	2008196	83.35	2008197	58.78
2008198	59.58	2008199	43.47	2008203	49.05	2008204	139.44	2008207	244.50
2008213	42.85	2008214	38.47	2008215	38.47	2008216	57.04	2008220	33.92
2008221	33.92	2008222	33.92	2008223	17.68	2008224	1.13	2008225	22.06
2008229	34.30	2008230	34.30	2008231	34.30	2008235	100.97	2008238	56.79
2008239	107.49	2008240	60.63	2008241	39.16	2008243	74.46	2008251	102.93

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2008252	193.79	2008254	81.82	2008257		2008258	5.66	2008262	35.50
2008266	95.73	2008270	30.48	2008271	30.48	2008272	15.21	2008273	15.21
2008274	65.55	2008275	65.55	2008276	30.48	2008277	15.21	2008283	67.53
2008285	56.39	2008286	56.39	2008287	31.16	2008288	31.16	2008289	40.04
2008290	87.40	2008291	169.81	2008292	25.90	2008295		2008297	51.31
2008298	50.43	2008299	68.95	2008302	81.54	2008306	264.46	2008307	
2008308	80.70	2008309		2008310	75.24	2008317	86.96	2008318	
2008319	91.20	2008320	0.00	2008321		2008322	91.20	2008326	
2008336	117.53	2008342		2008344		2008345		2008346	
2008347		2008348	71.32	2008349		2008350	81.49	2008351	
2008355	94.78	2008358		2008359	61.85	2008360		2008361	97.57
2008362		2008363	53.69	2008364	53.69	2008365	82.39	2008366	
2008376	97.43	2008377	2.05	2008378	59.58	2008379		2008380	164.87
2008381	166.60	2008383		2008384		2008385	140.51	2008386	69.51
2008388		2008389	36.58	2008390	123.21	2008391	2.49	2008392	26.02
2008397	94.69	2008398		2008399	86.82	2008400		2008401	86.82
2008403	1.24	2008404		2008405		2008406	94.69	2008407	72.80
2008408		2008410	83.24	2008411	72.80	2008412		2008413	
2008414	80.48	2008418		2008419	89.38	2008420		2008422	51.10
2008423	52.65	2008425	53.59	2008427	83.46	2008428	83.72	2008429	48.44
2008431		2008432	58.76	2008433	60.54	2008434		2008435	1.73
2008436	96.45	2008437	0.07	2008438	121.35	2008439	100.95	2008440	117.89
2008441	117.89	2008442	0.90	2008443		2008444	96.70	2008446	64.73
2008447	13.12	2008448	109.16	2008449	120.77	2008450	80.34	2008451	80.02
2008452	110.20	2008453		2008454		2008455	102.66	2008456	64.79



<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2008457	110.20	2008458	64.79	2008459	102.66	2008460		2008461	72.97
2008462	72.97	2008463	75.18	2008464		2008465	103.27	2008466	103.27
2008467	73.75	2008468		2008469	0.00	2008470		2008471	
2008472		2008473	81.50	2008474	54.92	2008475		2008476	44.64
2008477		2008478	81.50	2008479	42.10	2008480	54.92	2008481	56.58
2008482	56.96	2008484	61.22	2008485		2008486	61.22	2008499	
2008500		2008502	86.14	2008503	87.94	2008504	79.14	2008516	71.02
2008517		2008525	104.19	2008526		2008527	69.87	2008528	141.60
2008529		2008531		2008532		2008535		2008536	
2008537		2008539	77.09	2008551	31.34	2008552	81.82	2008553	114.06
2008556	58.24	2008566	51.15	2008567	0.00	2008571	82.80	2008574	89.63
2008578		2008579	274.25	2008580		2008581	63.50	2008583	
2008584	188.28	2008590	0.00	2008593	84.61	2008594		2008595	62.73
2008596		2008597		2008599	155.98	2008600		2008601	
2008602	18.91	2008610	6.31	2008612		2008613	47.84	2008614	53.49
2008615		2008616	105.82	2008617	47.84	2008620		2008621	75.58
2008623	60.64	2008624	75.58	2008626		2008627	87.65	2008628	
2008629	87.65	2008631		2008632	2.47	2008637		2008638	103.36
2008639	93.70	2008640		2008641	73.75	2008642		2008644	68.02
2008645		2008648		2008649		2008654	63.52	2008655	
2008657		2008658	31.30	2008660	79.08	2008661	67.26	2008662	0.00
2008663	312.48	2008668		2008669	98.31	2008670	51.67	2008671	142.90
2008677	31.91	2008678		2008679	95.74	2008680		2008681	
2008682		2008683	59.46	2008684	59.46	2008687	51.01	2008688	93.76
2008689	86.23	2008690		2008692	96.95	2008705	82.46	2008706	82.46

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2008707	84.37	2008708		2008709	84.37	2008710	99.28	2008711	
2008718		2008719		2008720	63.54	2008721		2008722	
2008723		2008724	79.50	2008725	159.99	2008727	72.00	2008728	
2008729	72.00	2008730		2008731		2008732	85.52	2008734	102.90
2008735	113.48	2008736		2008737		2008738	91.98	2008739	
2008740		2008741	76.29	2008742	76.29	2008743		2008744	38.34
2008745	95.65	2008746		2008747	82.15	2008748	79.60	2008749	72.95
2008750	89.39	2008751		2008752		2008753	72.95	2008754	89.39
2008763		2008764	108.52	2008765	0.40	2008766	102.39	2008767	140.20
2008768	33.54	2008769	104.82	2008770	0.00	2008772	0.00	2008773	
2008774		2008775		2008776	173.12	2008777		2008778	75.33
2008779		2008781	39.27	2008782	39.27	2008784	126.63	2008788	
2008789	24.85	2008792	101.44	2008793		2008794		2008795	144.33
2008798	105.45	2008799		2008800	68.66	2008801	68.66	2008802	
2008803	94.33	2008806	197.85	2008807		2008809	113.85	2008810	175.50
2008811		2008812	74.73	2008813	82.16	2008818		2008821	
2008822		2008823	77.34	2008824	62.84	2008825	62.84	2008826	77.34
2008827	0.14	2008828	85.24	2008829		2008830	76.82	2008834	
2008835	71.18	2008836	47.45	2008837	34.79	2008838	83.84	2008839	34.79
2008840		2008841		2008842		2008843	47.45	2008844	
2008845	0.46	2008846		2008847	83.84	2008848		2008849	
2008855		2008858		2008863	57.37	2008864	55.68	2008865	
2008869	98.70	2008870	0.00	2008871	68.51	2008874		2008876	72.36
2008879		2008880		2008886		2008887	54.60	2008888	56.25
2008893	72.04	2008894	50.55	2008895		2008896	72.04	2008897	2.94

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2008898		2008899	108.54	2008902	26.55	2008903	222.09	2008904	98.14
2008908		2008909		2008910	111.53	2008911	52.50	2008912	
2008915		2008916	76.53	2008917	76.53	2008918	91.98	2008919	
2008920		2008921		2008922	9.12	2008928		2008929	
2008932	77.43	2008933		2008934		2008935	77.43	2008938	83.81
2008939	83.38	2008940	77.53	2008942		2008943		2008944	
2008945		2008946		2008947		2008948		2008949	100.04
2008954		2008955	68.92	2008956	68.92	2008958	18.70	2008961	
2008962	95.40	2008963	95.40	2008964		2008965	114.30	2008967	1.30
2008968		2008973	33.18	2008974	23.28	2008975	318.75	2008977	
2008978	98.84	2008979		2008983		2008984	78.90	2008985	86.08
2008986	86.08	2008988	75.85	2008989		2008990		2008992	77.94
2008993		2008994		2008998	87.39	2009002	52.31	2009003	13.12
2009004	269.94	2009005		2009015		2009019		2009020	92.52
2009021	92.52	2009022		2009023	87.52	2009025	376.00	2009026	
2009043	55.75	2009044	0.00	2009045	37.77	2009047		2009048	36.00
2009049	95.72	2009050	117.34	2009051		2009052		2009053	
2009054		2009055	67.76	2009057	123.49	2009065	10.21	2009067	101.96
2009069	0.00	2009072	78.26	2009082		2009083	90.17	2009084	98.67
2009085	28.97	2009086	0.13	2009087	98.07	2009088		2009089	90.63
2009090	90.63	2009091		2009093		2009094		2009095	92.25
2009096		2009104	60.91	2009105	83.57	2009106		2009107	
2009108	107.34	2009110	53.43	2009111		2009112		2009113	89.47
2009114	82.77	2009115		2009118	0.00	2009120	222.03	2009121	233.04
2009122		2009123		2009131		2009132		2009133	

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2009134		2009135		2009136	136.89	2009137		2009139	
2009140	90.82	2009141	93.36	2009142		2009143		2009144	
2009145		2009146	66.06	2009147	69.35	2009148		2009150	
2009151		2009153		2009154	83.88	2009157	121.48	2009158	94.74
2009164		2009165		2009166		2009167	153.85	2009171	98.41
2009172		2009173	98.41	2009196	65.27	2009197	27.10	2009199	90.66
2009200		2009205	78.06	2009206		2009207	87.21	2009208	127.24
2009209	87.21	2009210		2009211		2009212	54.65	2009214	
2009216	145.22	2009217	171.71	2009218		2009219	79.16	2009220	79.16
2009222	54.42	2009223	58.75	2009224		2009228	197.09	2009229	
2009230	88.25	2009231	0.00	2009234	265.43	2009235	229.49	2009237	55.74
2009241		2009242		2009243	0.30	2009245	71.68	2009246	85.28
2009247	127.87	2009249	114.91	2009250		2009251		2009255	91.45
2009256		2009257		2009262		2009266	92.99	2009267	
2009269	101.45	2009270	95.81	2009271	17.48	2009274		2009275	59.98
2009276	99.21	2009277	113.63	2009292	134.10	2009295		2009296	
2009297		2009300	81.61	2009301	95.24	2009302		2009303	
2009304		2009305	94.84	2009306	87.53	2009310	83.82	2009311	
2009313	60.72	2009314	60.85	2009315	208.12	2009342	0.00	2009348	230.80
2009353		2009355		2009356	83.32	2009357	83.32	2009364	51.63
2009365	33.73	2009373		2009374	36.39	2009375		2009378	110.07
2009379	45.13	2009380	45.13	2009381		2009403	366.10	2009404	90.56
2009405		2009406	84.97	2009414	46.05	2009415	46.05	2009416	46.05
2009417	46.05	2009418	14.66	2009419		2009424	14.66	2009425	
2009451		2009452	78.67	2009456		2009457	20.38	2009458	26.14

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2009460		2009461	221.31	2009462		2009463	193.71	2009464	240.19
2009465	47.66	2009466		2009467	0.00	2009468	171.89	2009469	
2009470	175.70	2009471		2009472	136.77	2009476	0.00	2009477	88.05
2009478	130.47	2009486		2009487	43.75	2009499		2009503	77.96
2009509		2009511		2009515		2009517	67.09	2009521	
2009522	66.89	2009523	14.85	2009525		2009526	37.65	2009532	
2009533		2009536	81.50	2009537		2009538		2009539	77.93
2009541	84.75	2009542	95.74	2009544	0.00	2009546		2009547	
2009549	496.63	2009550	87.24	2009563		2009564		2009565	
2009567	151.93	2009570		2009571		2009572	81.54	2009573	94.09
2009574	81.94	2009576	74.70	2009577	135.82	2009578		2009587	115.60
2009588	99.74	2009603		2009604		2009605	59.42	2009606	68.74
2009609	50.80	2009617	99.08	2009655		2009657		2009668	
2009686	80.50	2009688	72.42	2009698	81.45	2009699		2009700	
2009701	69.43	2009702	67.11	2009703	69.06	2009704		2009705	154.24
2009719		2009720		2009721	117.03	2009724		2009739	104.91
2009741	101.59	2009742		2009743	98.59	2009744		2009754	68.01
2009755		2009770		2009771	289.19	2009788	77.16	2009795	32.09
2009798		2009799	32.24	2009800	80.35	2009801		2009816	
2009817		2009818	110.59	2009819	183.29	2009820		2009821	
2009823		2009824		2009825		2009831		2009833	
2009834	129.19	2009835	180.94	2009836	180.94	2009846	103.91	2009864	
2009865	6.94	2009866		2009867	25.26	2009876		2009905	138.48
2009906	133.42	2009928		2009932	133.71	2009933		2009934	149.18
2009935		2009940	84.40	2009944	0.01	2009945	152.58	2009946	62.29

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2009947	9.91	2009948	170.87	2009959		2009992	119.68	2009993	
2010005	115.28	2010006	234.10	2010007	85.88	2010008	96.04	2010009	86.46
2010010	0.00	2010011	0.00	2010013		2010014	65.52	2010015	78.61
2010016	100.59	2010017	100.59	2010018	120.62	2010019	60.80	2010020	60.80
2010025		2010045	36.27	2010046	77.93	2010047	53.31	2010057	79.62
2010088	51.91	2010089	84.98	2010090	72.21	2010110	103.79	2010111	
2010112	102.93	2010117		2010118		2010119		2010120	0.52
2010180	43.79	2010188	57.65	2010201		2010209		2010210	67.54
2010213	196.57	2010216	57.83	2010217		2010219	42.44	2010231	
2010234	0.00	2010235		2010236	91.16	2010237	104.07	2010245	0.00
2010246		2010261		2010262	179.11	2010263	62.46	2010270	62.19
2010272	112.10	2010292	90.48	2010294		2010295	61.55	2010304	
2010305		2010306		2010312		2010314	68.45	2010328	140.95
2010329	140.95	2010330	123.26	2010334	13.75	2010335	70.03	2010340	70.16
2010353	63.81	2010354	255.24	2010355		2010356		2010363	356.57
2010364		2010365		2010396	81.40	2010397	81.40	2010400	71.76
2010401	29.86	2010402	58.10	2010404	125.51	2010405	84.97	2010433	52.66
2010442	41.48	2010448	53.24	2010466	59.15	2010499		2010500	
2010521	93.45	2010543	92.02	2010544	92.02	2010546	54.25	2010547	
2010548		2010549	58.66	2010550	148.00	2010558		2010559	46.50
2010560	46.50	2010561	67.01	2010568	110.38	2010587		2010590	
2010618	158.47	2010619		2010622	82.79	2010628		2010629	86.16
2010648		2010674		2010675		2010676	65.62	2010677	73.45
2010696	0.04	2010719	52.48	2010723	79.77	2010725	40.41	2010732	93.84
2010754	13.75	2010755	85.00	2010786	68.34	2010787		2010788	57.03

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2010789	106.62	2010815		2010820	36.71	2010821	144.97	2010822	1.04
2010823	0.20	2010833	3.09	2010840		2010843		2010846	103.18
2010847		2010853		2010854	74.64	2010855	74.64	2010878	90.56
2010881	58.88	2010888		2010903	99.68	2010904	0.85	2010906	52.51
2010919	42.77	2010929	63.44	2010930		2010939	42.52	2010940	52.46
2010973		2010974	124.61	2010985	149.26	2011003	6.22	2011004	10.26
2011005	0.89	2011006	83.40	2011007	15.21	2011009		2011012	0.03
2011020	67.89	2011021	28.56	2011039		2011052		2011053	
2011125	102.30	2011129	60.78	2011131	41.83	2011133		2011136	
2011137	70.57	2011142		2011156	66.00	2011157	25.00	2011158	36.89
2011159	34.32	2011160	35.36	2011161	66.00	2011162	38.01	2011163	69.00
2011173		2011199	106.18	2011200	97.58	2011201		2011217	
2011220	37.16	2011221		2011222		2011272		2011285	
2011299	95.61	2011325	25.31	2011326	75.54	2011331	0.12	2011332	
2011333	100.97	2011409		2011410	94.72	2011411	90.15	2011412	70.00
2011413		2011414		2011422	89.69	2011423		2011424	
2011425	62.84	2011426	11.03	2011455	0.00	2011457		2011458	67.26
2011459	67.52	2011472		2011559		2011580	42.83	2011581	44.13
2011588	28.00	2011589	77.30	2011597		2011598	77.30	2011605	64.00
2011606	64.09	2011608	52.36	2011609	52.36	2011621	78.90	2011632	
2011634	143.39	2011640	96.74	2011676		2011677	71.81	2011680	
2011681		2011708	431.19	2011709	200.63	2011713	6.90	2011725	0.00
2011742	298.17	2011756		2011759		2011796		2011797	159.35
2011798	181.76	2011799		2011800		2011802		2011805	
2011806		2011808		2011809		2011810	0.00	2011816	

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2011817		2011818	70.69	2011820	154.93	2011821		2011822	
2011877		2011878	249.49	2011879		2011880		2011895	
2011896		2011897	89.70	2011898		2011900		2011913	263.09
2011923	34.71	2011924		2011925	35.76	2011926	99.25	2011939	
2011944	89.87	2011945	89.87	2011981		2011982		2011983	108.25
2012001		2012002		2012026	0.03	2012030	41.06	2012032	
2012033	41.06	2012045	207.92	2012046		2012047		2012100	34.42
2012101		2012103	94.18	2012143	86.67	2012144		2012154	
2012155	79.10	2012156		2012157	100.13	2012158		2012163	73.72
2012164		2012166	73.72	2012184	82.59	2012187	71.71	2012188	71.71
2012189	32.10	2012223	56.96	2012226	47.01	2012227		2012228	49.69
2012229	46.64	2012249	86.09	2012250	86.09	2012267	51.64	2012289	
2012290	63.00	2012291	77.29	2012292	0.00	2012293	67.51	2012294	67.51
2012295	55.77	2012296	64.12	2012297	64.12	2012298	92.41	2012299	124.22
2012300	104.72	2012314		2012348	70.15	2012349	113.48	2012373	21.70
2012374	328.17	2012375	61.25	2012376	290.30	2012377	85.69	2012378	162.60
2012379		2012380	46.90	2012381		2012382	52.24	2012408	
2012437		2012438		2012446	77.22	2012447		2012448	128.42
2012449	93.90	2012450	232.47	2012451	93.03	2012453		2012461	0.05
2012462		2012524	105.22	2012525		2012530	106.01	2012537	96.20
2012539	218.24	2012540	39.78	2012541	86.21	2012587	102.97	2012588	94.43
2012589		2012597		2012598	55.94	2012599	104.67	2012600	23.45
2012601	18.31	2012602	104.67	2012608	0.00	2012609	78.51	2012610	
2012611	78.51	2012628		2012636		2012637	75.41	2012638	75.41
2012640	69.20	2012641	68.32	2012643	87.59	2012645		2012647	87.09



<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2012648	72.62	2012665	61.24	2012666	0.09	2012667		2012668	200.76
2012669		2012670		2012672	54.06	2012673		2012676	93.06
2012679		2012699		2012887		2013052	61.26	2013164	49.20
2013185		2013186		2013187		2013188	105.82	2013241	
2013242		2013249	205.74	2013252	41.70	2013253		2013254	63.52
2013267	108.54	2013306	78.21	2013308	99.58	2013311	93.93	2013316	100.17
2013319	137.41	2013321		2013322	159.40	2013323		2013328	33.04
2013329	75.85	2013330		2013331	41.14	2013332	38.79	2013339	145.07
2013340	91.98	2013342	85.92	2013344	63.50	2013345	46.64	2013346	49.69
2013347	62.73	2013350	120.29	2013351	120.29	2013364	101.45	2013365	297.28
2013366	72.36	2013373		2013375	89.42	2013377	173.40	2013381	29.66
2013382	191.18	2013388	87.22	2013389	60.72	2013390	87.52	2013406	82.90
2013410	79.10	2013411	100.13	2013415	109.86	2013416	125.56	2013418	63.00
2013432	203.73	2013440	121.35	2013441	223.14	2013442		2013443	131.33
2013444	92.15	2013445	0.55	2013447	101.44	2013448	63.08	2013449	71.02
2013450	220.82	2013451	102.44	2013457	44.00	2013461	120.46	2013462	94.81
2013464	1.18	2013465	56.58	2013466	208.81	2013505	234.57	2013506	114.30
2013508	96.20	2013510	183.31	2013511	66.06	2013512	95.81	2013513	105.45
2013514	108.25	2013517	236.71	2013518	36.10	2013520		2013522	48.00
2013524	45.07	2013525		2013526	101.96	2013527	69.20	2013528	59.79
2013529	60.25	2013530	54.77	2013531	65.37	2013532	58.91	2013533	54.04
2013534	62.37	2013535	56.88	2013536	53.40	2013537	265.68	2013538	171.55
2013539	129.79	2013541	169.07	2013542	98.14	2013543	94.43	2013544	99.74
2013547	44.40	2013548	47.52	2013549	55.94	2013550	96.81	2013551	1.03
2013552	79.62	2013553	80.50	2013554	0.03	2013555	56.91	2013556	66.00

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2013557	63.00	2013558		2013559	59.91	2013561	117.33	2013563	63.18
2013567	68.74	2013568	42.10	2013569	47.66	2013570	130.36	2013572	40.92
2013573	60.67	2013574	67.79	2013575	67.79	2013576	146.70	2013577	84.40
2013579	135.06	2013581	84.61	2013582	149.55	2013584	79.14	2013585	87.94
2013586	102.72	2013587	162.99	2013588	170.48	2013594	79.20	2013596	
2013597	181.18	2013599		2013606	20.38	2013607	57.01	2013610	57.65
2013612	42.97	2013613	45.56	2013614	46.92	2013615	37.16	2013616	62.46
2013618		2013622	25.10	2013623	5.33	2013624	12.26	2013625	82.94
2013626	99.25	2013627	104.91	2013628	84.70	2013629	120.67	2013630	120.67
2013631	15.29	2013633	54.70	2013635	71.68	2013637	51.07	2013638	32.85
2013639	37.89	2013640	39.04	2013641	32.85	2013642	59.32	2013643	59.32
2013644	58.15	2013645	52.39	2013653	28.23	2013654	26.38	2013656	0.00
2013657	75.48	2013658	65.50	2013663		2013664	89.50	2013665	101.68
2013668	138.48	2013669	35.20	2013670	29.57	2013671	54.77	2013672	53.40
2013673	71.81	2013674	59.79	2013675	60.25	2013676	65.37	2013677	58.91
2013678	54.04	2013679	62.37	2013680	56.88	2013683	38.68	2013684	88.05
2013685	72.17	2013686	68.00	2013688	87.59	2013690	131.04	2013692	54.41
2013693	56.94	2013694	55.75	2013695	68.51	2013699	43.18	2013701	157.32
2013705	58.76	2013706	51.01	2013708	96.70	2013711	29.57	2013712	0.00
2013713	35.89	2013714	32.29	2013715	60.48	2013719	37.24	2013720	39.40
2013721	0.85	2013722	43.69	2013724	39.93	2013725	39.93	2013728	20.47
2013730	44.07	2013731	42.67	2013734	53.16	2013744	0.00	2013745	0.00
2013746	53.46	2013747	41.70	2013748	44.22	2013749	43.89	2013750	43.00
2013751	46.53	2013752	34.32	2013753	41.58	2013754	36.89	2013755	38.50
2013756	243.89	2013760	70.82	2013762	92.41	2013774	52.46	2013779	220.37

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2013780	120.86	2013781	79.03	2013782	176.99	2013784	184.46	2013787	5.42
2013788	0.26	2013789	89.70	2013791	140.86	2013795	241.70	2013796	0.67
2013797	169.68	2013798	104.19	2013800	169.05	2013801	77.09	2013803	87.32
2013804	94.95	2013805	22.89	2013806	22.89	2013807	22.89	2013808	22.89
2013809	40.60	2013810	40.60	2013811	22.06	2013812	22.06	2013813	22.73
2013814	18.11	2013817	92.42	2013819	38.61	2013820	60.17	2013821	23.06
2013822	23.06	2013823	46.10	2013824	38.61	2013826		2013827	58.14
2013829	93.46	2013830	83.35	2013831	132.85	2013833	18.70	2013836	58.88
2013837	78.04	2013838	87.39	2013839	4.83	2013840	54.70	2013841	42.30
2013842	98.70	2013843	67.76	2013845	94.33	2013847	37.89	2013848	28.59
2013850	31.14	2013851	31.14	2013852	116.40	2013853	116.40	2013854	119.93
2013855	95.73	2013856	46.26	2013858	87.63	2013859	133.95	2013860	133.37
2013862	40.04	2013863	52.20	2013864	52.20	2013866	202.75	2013868	55.68
2013873	67.17	2013874	67.17	2013875	89.38	2013879	58.50	2013880	58.50
2013881	60.30	2013882	106.04	2013884	160.14	2013886	95.65	2013887	98.67
2013888	90.17	2013890	148.77	2013891	93.93	2013892	70.80	2013893	90.61
2013894		2013895	92.99	2013896	126.63	2013902		2013905	52.39
2013906	73.51	2013907	148.29	2013908		2013909	30.49	2013910	
2013911		2013912		2013913	82.90	2013914	52.50	2013915	94.84
2013916	51.43	2013925	119.70	2013927	1.93	2013928	170.74	2013929	59.95
2013931	78.67	2013932	53.80	2013934	0.50	2013935	44.88	2013937	59.00
2013938	93.70	2013943	40.02	2013944	60.33	2013945		2013946	33.09
2013947	31.29	2013948	34.35	2013949	88.82	2013950	39.80	2013952	42.65
2013953	33.30	2013954	27.08	2013955	32.62	2013956	69.11	2013957	35.51
2013958	88.82	2013959	55.68	2013960	58.15	2013962	19.50	2013965	63.48

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2013966	36.50	2013967	59.58	2013969	60.56	2013970	58.78	2013974	68.95
2013975	102.52	2013977	36.50	2013982	37.96	2013983	74.70	2013986	59.82
2013987		2013994	103.45	2013995	75.35	2013996	110.60	2013997	155.68
2013998	78.36	2013999		2014000	3.60	2014001	124.61	2014002	210.64
2014003	246.87	2014004	166.62	2014005	75.59	2014007		2014013	61.26
2014014	61.26	2014015	58.88	2014016	63.12	2014018	70.00	2014019	75.33
2014020	0.05	2014021	59.98	2014022	98.79	2014023	36.58	2014024	34.00
2014025	29.00	2014026		2014027	95.72	2014028	94.71	2014029	1.38
2014030	138.72	2014032	153.36	2014033	87.32	2014034	106.04	2014035	3.91
2014036	118.69	2014037	118.69	2014038	1.21	2014041	61.30	2014043	108.54
2014044	91.45	2014045	26.30	2014046	26.30	2014047	48.86	2014048	63.35
2014049	63.35	2014050	33.92	2014051	31.75	2014052	30.81	2014054	18.95
2014055	100.13	2014057	63.44	2014058	60.91	2014059	107.34	2014060	50.01
2014061	0.55	2014080	14.29	2014081	0.00	2014082	0.00	2014083	1.01
2014084	1.01	2014085	1.01	2014086	23.50	2014087	23.50	2014088	60.96
2014090	0.40	2014091	41.83	2014092	41.83	2014093		2014100	0.98
2014102	0.01	2014103	61.80	2014105	54.41	2014106	54.41	2014107	4.29
2014116	50.01	2014117	51.52	2014118	80.59	2014119	80.59	2014120	75.59
2014121	75.59	2014122	91.79	2014124	117.33	2014125	148.00	2014126	75.08
2014128	168.94	2014129	93.45	2014130	97.35	2014131	132.56	2014132	131.12
2014134	105.38	2014135	87.81	2014136	45.80	2014137	90.65	2014138	3.09
2014139	37.33	2014142	77.12	2014143	77.94	2014144	0.00	2014145	145.37
2014147	183.24	2014148	52.08	2014150	94.09	2014151	232.77	2014152	71.32
2014155	98.57	2014156	0.00	2014157	29.66	2014158	57.83	2014160	81.61
2014161	185.18	2014162	79.50	2014163	177.31	2014168	85.52	2014170	95.24

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2014173	0.00	2014175	81.94	2014176	30.26	2014177	46.72	2014178	73.51
2014180	65.53	2014182	56.91	2014183	66.00	2014184	69.00	2014185	63.00
2014187	65.62	2014188	63.16	2014189	53.43	2014190	37.96	2014191	59.00
2014192	34.00	2014193	90.15	2014194	77.81	2014196	31.78	2014197	39.51
2014198	36.63	2014199	37.74	2014200		2014201	30.48	2014202	15.21
2014203		2014204	55.68	2014205	83.40	2014206	64.21	2014207	28.50
2014208		2014209	68.49	2014210	68.49	2014211	36.96	2014212	38.08
2014213	52.51	2014214	71.50	2014215		2014216		2014218	
2014219	73.45	2014220	34.71	2014222	55.60	2014226	86.92	2014227	35.49
2014228	35.49	2014229	42.83	2014230	61.71	2014234		2014235	47.04
2014237	166.59	2014238	67.20	2014239	24.53	2014240	38.98	2014241	53.43
2014242	95.64	2014243	67.41	2014244	31.95	2014245	67.78	2014255	29.66
2014256	116.68	2014257	0.00	2014258	2.45	2014259	175.40	2014261	44.49
2014262	43.18	2014263	73.21	2014264	12.26	2014265	31.83	2014266	7.00
2014267	8.75	2014268	8.75	2014270	7.75	2014271	34.30	2014274	7.65
2014275	22.93	2014276	4.00	2014278	188.28	2014279	141.85	2014280	153.70
2014281	175.97	2014282	156.62	2014283	178.10	2014286	68.01	2014287	29.66
2014288	68.85	2014289		2014290	123.26	2014291	70.15	2014292	185.81
2014293	86.16	2014294	82.79	2014296	43.41	2014297	103.89	2014298	96.81
2014299	43.83	2014300	77.29	2014303	40.51	2014305	44.22	2014309	14.29
2014311	2.05	2014316		2014318	31.36	2014326	40.51	2014330	4.75
2014333	0.00	2014334	77.37	2014335	38.63	2014336	71.18	2014337	65.53
2014338	54.42	2014341	137.54	2014343	111.53	2014346	57.57	2014347	64.46
2014348	114.91	2014351	87.22	2014352	42.18	2014353	108.54	2014355	56.43
2014359	343.14	2014365		2014366	0.00	2014368		2014377	

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2014382	73.00	2014383	89.00	2014384	2.33	2014385	26.47	2014387	
2014401		2014434		2014438		2014452		2014453	65.52
2014454	44.90	2014456	43.75	2014457		2014458		2014460	129.79
2014461	11.25	2014466	14.41	2014473	0.00	2014474		2014477	56.81
2014478	50.18	2014480		2014481	38.63	2014488	207.60	2014490	122.73
2014500	204.65	2014502	19.65	2014503	7.92	2014504	17.59	2014505	25.05
2014506	33.25	2014507	1.17	2014508	32.42	2014511	78.83	2705000	
2705004	19.41	2705006	94.65	2705007	104.32	2705008	96.00	2705009	
2705010	96.40	2705011	88.98	2705012	0.00	2705014		2705015	145.19
2705016	56.02	2705017		2705018	257.69	2705019		2705020	
2705021		2705022	0.00	2705029		2705033		2705039	78.85
2705042	93.22	2705044	73.01	2705045	86.91	2705047	71.12	2705048	82.77
2705049	91.98	2705050	70.59	2705052	49.82	2705053	75.70	2705054	91.15
2705055	71.12	2705056	82.77	2705057	94.76	2705058	70.59	2705059	49.82
2705060	86.91	2705061	67.02	2705063		2705065	219.01	2705066	153.35
2705067		2705068	160.04	2705069		2705070	188.15	2705073	
2705074	57.57	2705075	45.92	2705076	49.16	2705077	97.70	2705078	121.82
2705079	93.22	2705080	0.00	2705082	101.52	2705083		2705084	173.81
2705085		2705086	125.64	2705087	86.41	2705088	86.41	2705089	0.00
2705090	213.74	2705091	93.74	2705092	93.74	2705093		2705094	225.78
2705095	33.83	2705096	33.83	2705097	81.51	2705098	81.51	2705099	15.29
2705100	95.16	2705101	45.92	2705102	45.06	2705103	75.04	2705104	50.57
2705105	45.06	2705106	363.17	2705107	32.95	2705108	50.57	2705109	32.95
2705110	9.20	2705111	95.68	2705112	23.05	2705113	95.68	2705114	170.81
2705115	370.92	2705116	94.57	2705117	94.57	2705118	231.47	2705120	112.78

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2705122	149.50	2705124	167.17	2705126	23.49	2705127		2705128	67.16
2705129	90.00	2705130	30.76	2705131	73.38	2705132	216.68	2705133	29.97
2705134	168.07	2705135	244.39	2705136	137.05	2705137	78.85	2705138	137.56
2705139	54.57	2705140	56.23	2705141	0.00	2705143	51.97	2705147	86.36
2705148	86.36	2705149	0.22	2705150	0.00	2705151	82.26	2705152	31.87
2705153		2705154	87.59	2705155		2705156	96.40	2705157	
2705158	96.10	2705159	96.10	2705160	41.08	2705161	63.45	2705162	63.45
2705163		2705164	57.22	2705166	65.95	2705167		2705168	40.85
2705169	39.68	2705170	39.68	2705172	77.46	2705173	40.85	2705174	91.39
2705176	37.29	2705177		2705178	86.44	2705179		2705180	63.98
2705181	63.98	2705182	91.77	2705183		2705184	155.98	2705185	203.75
2705186	90.66	2705188	195.31	2705189		2705190	63.10	2705191	
2705192	74.18	2705193	74.18	2705194	78.97	2705195	79.18	2705196	34.91
2705197	7.36	2705198	74.46	2705199	74.46	2705200	78.01	2705201	78.01
2705202	68.45	2705203	46.45	2705204	68.45	2705205	81.30	2705206	30.60
2705207	34.15	2705208	44.36	2705209	44.36	2705210	162.77	2705211	
2705213	88.40	2705214		2705215	24.39	2705216		2705217	51.97
2705218	50.51	2705221		2705222	129.82	2705223	78.73	2705224	127.36
2705225	136.05	2705227	246.08	2705228	222.21	2705229	106.40	2705230	135.03
2705231	121.92	2705232	29.85	2705233	177.15	2705234	404.96	2705235	447.99
2705238	316.62	2705239	182.73	2705240	117.65	2705241		2705243	22.01
2705244	191.13	2705245	226.61	2705246		2705247	114.46	2705248	47.63
2705249	235.93	2705250	197.76	2705251	129.22	2705252	0.18	2705253	194.69
2705256	129.92	2705257	293.52	2705258	69.12	2705259	167.40	2705282	202.71
2705283	187.32	2705284	187.49	2705285		2705287	149.84	2705288	

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2705289	118.82	2705290	705.55	2705291	65.78	2705292	192.31	2705293	151.80
2705297	156.68	2705299	141.47	2705300	158.78	2705301	151.45	2705306	72.31
2705307	217.76	2705308	4.33	2705309	94.98	2705310		2705311	139.29
2705312	107.29	2705313	80.25	2705317	38.41	2705318	58.02	2705319	0.00
2705320		2705321	114.87	2705322		2705327	86.66	2705328	0.00
2705329	5.76	2705330	0.00	2705332	165.16	2705333		2705334	144.47
2705335		2705336	64.38	2705337	158.69	2705338		2705339	
2705340	88.59	2705341		2705342	131.70	2705343	113.59	2705344	113.45
2705345		2705346		2705347		2705348	128.20	2705349	
2705350	61.57	2705351	123.80	2705352		2705353	73.10	2705354	70.95
2705355	102.32	2705356	0.00	2705357	23.08	2705359	1.82	2705360	48.39
2705361	40.16	2705362	45.63	2705363		2705364	195.81	2705365	28.14
2705366	169.27	2705367	7.88	2705368	50.25	2705369	90.37	2705370	102.32
2705371	0.47	2705372		2705373	20.19	2705374	205.92	2705375	
2705376		2705377	0.00	2705378	167.41	2705379	78.85	2705380	0.00
2705381		2705382	70.40	2705383	43.08	2705384		2705385	72.50
2705386	115.36	2705389		2705390		2705391		2705392	37.29
2705393	96.00	2705394	0.00	2705395	36.82	2705396	88.40	2705397	
2705398	83.29	2705399	83.29	2705400	82.26	2705402	82.77	2705403	
2705405		2705406	82.75	2705407	82.75	2705408		2705409	86.91
2705410	78.23	2705411		2705413	44.28	2705414	73.90	2705415	38.18
2705416	101.39	2705417	101.39	2705418	122.79	2705420	0.00	2705421	
2705422	0.00	2705423		2705424		2705425		2705426	151.81
2705427	37.21	2705429		2705430	123.68	2705431	51.52	2705432	109.31
2705433	109.31	2705434		2705435		2705436	144.57	2705437	



<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2705438	0.08	2705440	192.30	2705441	96.55	2705442	59.03	2705443	60.19
2705444	93.22	2705445	13.58	2705446		2705447	154.85	2705448	
2705449	83.42	2705450		2705451	93.96	2705452	93.96	2705453	90.81
2705458	41.26	2705459	98.19	2705460	40.34	2705461		2705462	70.84
2705463	88.12	2705464	88.12	2705465	65.34	2705466		2705467	46.45
2705468	34.15	2705469	30.60	2705470	39.27	2705471	85.42	2705472	97.62
2705473	99.55	2705474	270.96	2705475	4.85	2705476	96.08	2705478	153.88
2705480	142.01	2705481	41.08	2705482	68.15	2705483		2705484	
2705485	95.32	2705486	98.48	2705487	89.54	2705488	92.73	2705489	61.33
2705490	6.99	2705491	72.93	2705492	82.53	2705493		2705494	788.30
2705495	88.23	2705496	110.84	2705497	110.87	2705498	58.99	2705499	35.03
2705500	56.85	2705501	87.25	2705502	80.68	2705503	111.54	2705504	76.92
2705505	90.32	2705506	90.32	2705507	123.07	2705508	57.37	2705509	49.36
2705513	80.26	2705515		2705516	68.92	2705517	109.83	2705519	26.87
2705520	114.94	2705522	88.60	2705523		2705525		2705526	85.04
2705527	85.04	2705528	63.90	2705529	63.90	2705530	89.39	2705531	91.71
2705532		2705533	211.39	2705534	90.79	2705536	102.03	2705537	143.92
2705539	33.56	2705540	70.84	2705541		2705542	123.68	2705543	139.68
2705544		2705545	42.04	2705546	37.81	2705547	80.95	2705548	129.33
2705558	70.95	2705559	145.19	2705565	70.25	2705566	84.11	2705567	74.86
2705568	80.88	2705569	67.94	2705570	84.62	2705571	106.84	2705572	200.86
2705573	103.85	2705574	148.39	2705575	25.26	2705577		2705578	75.70
2705579	90.79	2705584		2705589		2705590	54.57	2705591	
2705593		2705594		2705644		2705645	154.15	2705647	
2705648		2705649		2705651	44.39	2705659	120.62	2705660	

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2705668		2705669	60.19	2705670	8.41	2705672	143.11	2705681	212.35
2705709	125.61	2705711	24.39	2705712	1.18	2705713		2705714	1.67
2705715		2705716	82.77	2705717	78.85	2705718		2705719	119.27
2705728		2705733	0.00	2705734	0.00	2705735		2705741	
2705743	26.78	2705744	37.41	2705745	158.76	2705747	77.35	2705754	65.95
2705755	39.27	2705756		2705761	156.78	2705788	33.56	2705790	
2705797	123.00	2705798		2705799	97.70	2705800		2705805	104.32
2705830		2705846		2705848	0.00	2705850		2705853	
2705873	50.51	2705906		2705907	42.36	2705908	117.03	2705932	5.82
2706008	86.44	2706009	0.54	2706014	91.70	2706015		2706016	115.36
2706017	72.50	2706025	0.15	2706026		2706031		2706042	91.98
2706043		2706044		2706045		2706046		2706071	
2706079		2706114	5.81	2706115		2706116	72.89	2706118	51.52
2706127	161.72	2706128	93.22	2706133	147.83	2706134	91.77	2706135	
2706136	120.62	2706141	85.49	2706142	90.81	2706143	55.37	2706144	81.56
2706145	64.38	2706146	86.52	2706147	101.52	2706148		2706150	55.47
2706151	81.56	2706152	55.37	2706154	95.32	2706155	62.97	2706156	62.97
2706157	105.38	2706159	181.65	2706160	204.95	2706164	98.48	2706165	25.26
2706166	111.54	2706167	76.92	2706168	80.68	2706169	87.25	2706170	88.60
2706171	89.54	2706172	92.73	2706173	61.33	2706175	76.99	2706177	86.91
2706178	78.23	2706179	122.79	2706184	88.23	2706185	112.33	2706186	103.85
2706187	110.84	2706188	102.21	2706189	102.03	2706190	110.87	2706191	50.98
2706192	132.82	2706193	18.11	2706194	169.79	2706195	22.57	2706196	
2706197	88.51	2706198	88.51	2706199	77.49	2706200	77.49	2706201	74.25
2706202	74.25	2706203	72.64	2706204	72.64	2706206	93.75	2706207	69.28

<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>	<b>WDID</b>	<b><u>acft 2015</u></b>
2706208	99.04	2706209		2706212	61.39	2706213	67.16	2706214	91.29
2706216	240.14	2706217	143.11	2706218	128.20	2706222	83.42	2706223	78.73
2706224	142.71	2706225	56.85	2706226	35.03	2706227	57.37	2706228	57.57
2706229	123.07	2706232	91.71	2706233	49.36	2706234	89.39	2706235	24.27
2706236	183.46	2706237	87.71	2706239	72.31	2706240	84.62	2706241	70.25
2706244	113.59	2706246	7.80	2706247		2706248	61.57	2706249	155.35
2706250	123.80	2706251	88.59	2706253	96.43	2706255	68.97	2706256	182.74
2706257	102.30	2706258	121.85	2706259	73.38	2706260	101.46	2706261	216.35
2706262	144.54	2706263		2706264	70.40	2706265	107.37	2706266	38.18
2706267	70.50	2706268	73.90	2706269	37.21	2706270	123.58	2706271	123.00
2706272	74.69	2706273	43.08	2706276	119.27	2706277	77.35	2706279	108.31
2706280	86.32	2706281	37.41	2706282	44.28	2706284	23.05	2706285	68.15
2706286	40.34	2706287	0.00	2706288	42.36	2706289	65.34	2706290	49.16
2706296	98.19	2706297	41.26	2706298	138.63	2706322	155.23	2706323	
2706324	101.46	2706325	102.21	2706331	51.33	2706332	68.92		

3429 Total Number of Wells

Notes:

No wells were contracted into Subdistrict No. 1 in 2016.

18 additional wells meeting the definition of Subdistrict Wells were identified and added to the Subdistrict Well

List in 2016 (2014511, 2005393, 2705584, 2014480, 2014502, 2014503, 2014504, 2014505, 2014506, 2014507, 2014508, 2706332, 2706331, 2013657, 2012267, 2013658, 2005855, 2008385).

One well from 2015 Subdistrict Well List does not meet the definition of a Subdistrict Well and was removed from the List in 2016 (2010269).

## APPENDIX B

### List of Augmentation Wells, Summary, Links and Maps

Augmentation Plan Wells that are Part of a Farm Unit							
Case No.	Plan Type	Decreed Owner	Current Owner	WDID	Governed*		
00CW0019	Augmentation Plan	Ensz	Roger Ensz	2005728	Y		
				2005729	A		
				2011878	Y		
00CW0042	Augmentation Plan	J Cooley	James Cooley	2008692	Y		
				2014243	Y		
01CW0006	Augmentation Plan	K Cooley	Kim Cooley	2014013	Y		
				2014014	Y		
				2014016	Y		
07CW0064	Augmentation Plan	JDS Farms/Entz	JDS Farms & Allen Entz	2009165	NP		
				2009403	NP		
				2009405	NP		
81CW0069	Change of Water Right	Beard	John Slane	2705546	Y		
				2705547	Y		
81CW0072	Change of Water Right	Slane	Rob Jones	2006662	Y		
				2014257	Y		
82CW0017	Augmentation Plan	SRS Ranch	Gene Ensz	2008188	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		
99CW0009	Augmentation Plan	Off Ranches	Cory Off	2013722	Y		
				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 the Subdistrict 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 NE $\frac{1}{4}$  and the SE $\frac{1}{4}$  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 Irrigation District 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 the Subdistrict 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 2014, 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 their Subdistrict #1 Farm Unit. In 2015, the Division of Water Resources notified Subdistrict #1 staff that the owner choose to invoke the provisions of the case. 130.0 acre feet of the measured recharge on the farm by the 200 San Luis Valley Canal shares dedicated to the plan was credited as recharge credits towards the plan of augmentation. The owner elected to receive surface water credit for the remainder of the recharge in the amount of 88.0 acre feet to offset pumping that occurred within the Subdistrict #1 Farm Unit.

<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 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 2015, 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 NW¼ of Section 31, T40N, R7E, N.M.P.M. The wells involved are Well No. 2, Case No. W-1153, Permit # 727-R, WDID 2010235, and its alternate point of diversion, Well No. 2A, WDID 2013884. The decree limits the annual withdrawals from Wells No. 2 and 2A to 150 ac-ft. annually under the existing groundwater right of Well No. 2. The decree allows these wells to withdraw no more than 150 ac-ft. annually, or 510 ac-ft. in any 10 consecutive years pursuant to the plan for augmentation.

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

Wells No. 2 and 2A have a decreed groundwater right, the injurious stream depletions from which are not included in the plan for augmentation, but which are remedied pursuant to the Amended Plan. This means that Wells 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 Wells No. 2 and 2A or other wells in a Farm Unit. Accordingly, Wells No. 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 SW¼ 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 E½ 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 E½ 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 Company for the irrigation of the E½ SE¼ 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 W½SE¼ of Section 7. The plan for augmentation sought authorization for the three wells to irrigate the entire SE¼ 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 SE¼ 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 S½ of Section 22 and the north portion of Section 27, T40N, R6E, N.M.P.M. The land was historically served with water from the Rio Grande Canal, the Midland Ditch, and irrigation Wells No. 2, 4, and 5, Case No. W-713. The application proposed to plug the three existing wells and to construct five replacement wells, one each in the center of the NE¼, NW¼, SE¼, and SW¼ of Section 23 and the center of the SE¼ of Section 22 all in T40N, R6E, N.M.P.M. At the time the application was filed, the applicant used the three original wells to operate five center pivots irrigating all of Section 23, the S½ of Section 22, and a portion of Section 27 using both groundwater and surface water rights. The decree granted the proposed change of water rights allowing the construction of the five wells as replacement wells and new points of diversion for the water rights decreed to the original three wells on the ranch. The court approved the plan for augmentation conditioned upon the applicant's continued ownership and recharge of the surface water available to its shares in the Rio Grande Canal and the Midland Ditch.

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 was treated as Non-Benefitted Subdistrict Land and assessed no Subdistrict fees in 2015, but this quarter is part of a larger Farm Unit.

Well No. 3R and the lands it irrigates are also separately owned and are included in a larger Farm Unit. In 2015 this land was treated as Non-Benefitted Subdistrict Land, and no Subdistrict fees were assessed on this land. Wells No. 2R, 4R, and 5R, and the lands irrigated thereby are separately owned. These wells and the lands irrigated thereby 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 2015 and was not given Surface Water Credit for the recharged surface water consumed by this practice. However, Well No. 5 is a Subdistrict Well because its injurious stream depletions 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 SW<sup>1</sup>/<sub>4</sub> of Section 5, and Well No. 2, Permit # 22542-F, WDID 2008241 located in the center of the SE<sup>1</sup>/<sub>4</sub> 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 2015, 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. 01CW6, 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 NE<sup>1</sup>/<sub>4</sub> 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’s 2014013, 2014014, 2014016 are currently located on the NE<sup>1</sup>/<sub>4</sub> 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 NE<sup>1</sup>/<sub>4</sub> 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 ¼ S13, T40N, R06E, N.M.P.M. and WDID 2005399, Permit # 25361-F, Well number 2-A, W-3847 which irrigates the NE ¼ 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 ¼ S13, T40N, R06E, N.M.P.M. and the SW ¼ 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>

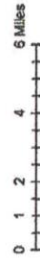


# SPECIAL SUBDISTRICT NO. 1

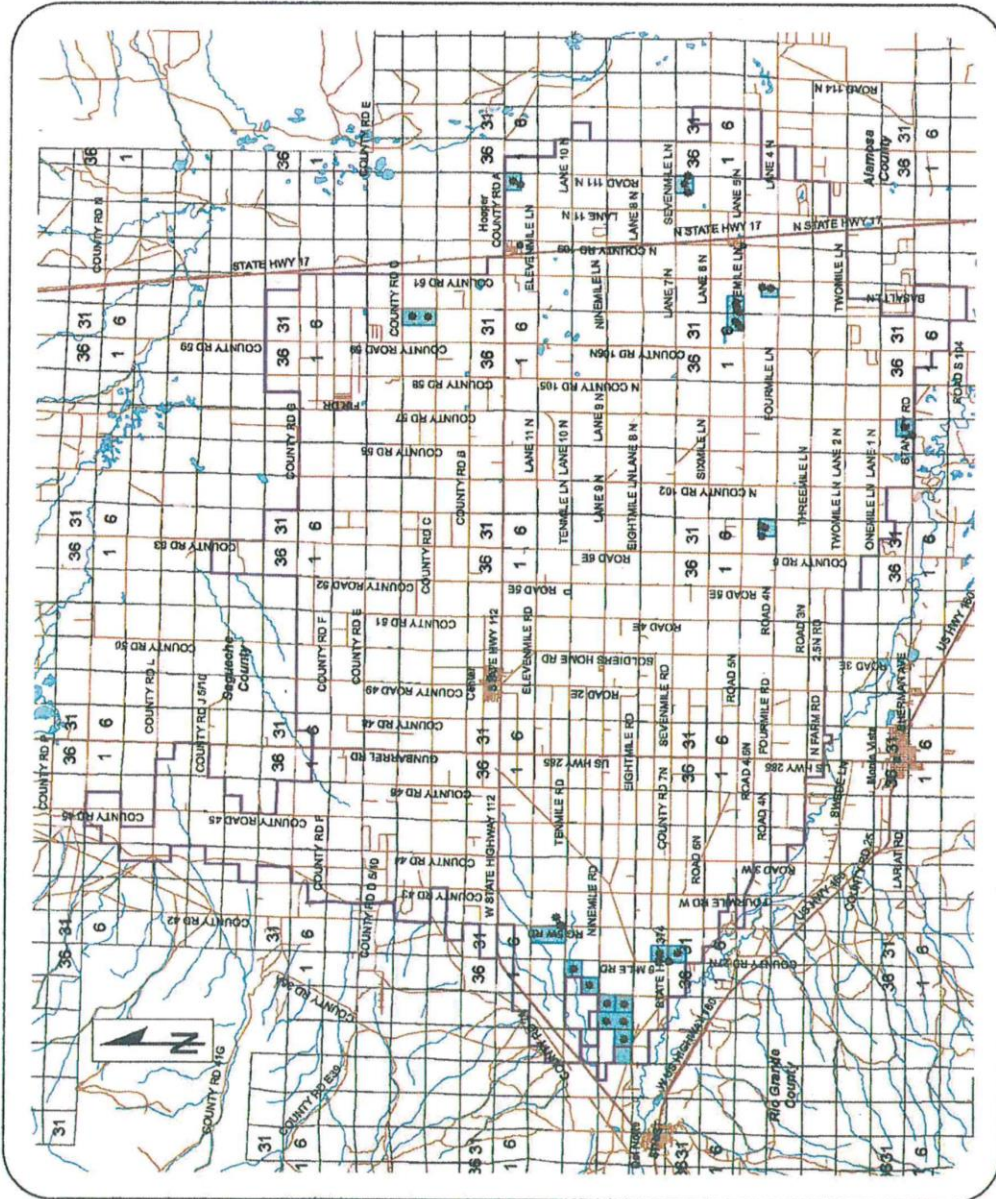
## Wells Associated with Augmentation & Other Plans

### Legend

- Div3\_Wells\_Aug Plans
- ◻ Subdistrict\_1\_bndry2006Mar
- Decreed Aug Plans
  - 00CW0019 Roger Ensz
  - 00CW0042 James Cooley
  - 01CW0006 Kim Cooley
  - 07CW0064 JDS Farms & Allen Entz
  - 81CW0069 John Slane
  - 81CW0072 Rob Jones
  - 82CW0017 Gene Ensz
  - 82CW0017 Laverne Schridt
  - 82CW0017 Susie Nickel
  - 89CW0045 Scidmore
  - 96CW0005 Kirkpatrick
  - 99CW0009 Cory Off
  - 99CW0025 Jim Bradley
  - W-3847 Gary Seger



Prepared 1/15/2013



# APPENDIX C

## NRCS Forecast and Ten-Day Report

USDA NRCS National Water & Climate Center

\* - DATA CURRENT AS OF: April 06, 2016 01:54:43 PM

- Based on April 01, 2016 forecast values

### Northwestern Rio Grande in Colorado

Forecast Point	period	50% (KAF)	% of avg (KAF)	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr avg
Rio Grande at Thirty Mile Bridge (2)	APR-JUL	97	86	132	110	84	68	113
	APR-SEP	110	85	155	128	94	73	129
Rio Grande at Wagon Wheel Gap (2)	APR-SEP	305	90	430	355	260	200	340
SF Rio Grande at South Fork (2)	APR-SEP	96	76	128	109	85	69	127
Rio Grande nr Del Norte (2)	APR-SEP	435	84	600	500	375	295	515
Saguache Ck nr Saguache (2)	APR-SEP	31	97	48	37	25	17.6	32
Alamosa Ck ab Terrace Reservoir	APR-SEP	55	81	74	62	48	39	68
La Jara Ck nr Capulin	MAR-JUL	6.1	69	10.2	7.7	4.8	3.1	8.9
	APR-JUL	5.8	71	9.9	7.4	4.5	2.8	8.2
Platoro Reservoir Inflow (2)	APR-JUL	45	80	58	50	40	34	56
	APR-SEP	50	81	65	56	44	37	62
Conejos R nr Mogote (2)	APR-SEP	149	77	200	169	130	105	194
San Antonio R at Ortiz	APR-SEP	8.5	54	13.0	10.2	7.0	5.0	15.6
Los Pinos R nr Ortiz	APR-SEP	48	66	65	55	42	34	73
Rio Grande nr Lobatos Obs	APR-JUL	100	50	171	126	77	48	200

**RIO GRANDE COMPACT**  
**April 7, 2016 Analysis (50% exceedence)**  
**Closed Basin Project Split: 60/40**

**RIO GRANDE BASIN**

DWR 4-6-2016 Forecast of

Natural April - September Index

Flows = 520,000

Ap-Spt Res Release = 20,000

J-M & O-D volume 105,000

Index Supply

January	11,000	*
February	14,300	*
March	26,000	*
April - Sept	540,000	forecast
October	27,000	estimate
November - December	26,700	estimate

Obligation = 180,000

Total 645,000

Deliveries

Curtailment

Req Deliv 74,800 13.2%  
 Total Index 567,000

	11,700	
January	16,400	*
February	16,500	*
March	29,300	*
April - October	<span style="border: 1px solid black; padding: 2px;">74,800</span>	needed
Nov - Dec native	28,200	estimate

Total 165,200

Adjustments	Net Carryover Credit in E.B.	8,000	estimate
to the	Paper Credit	5,000	
Delivery	SC Norton Drain Flow	(2,000)	estimate
	Remaining CBP Share	3,800	estimate

Delivery Credit 180,000

Expected Dec. 31, 2016 Compact Delivery Status 0

- \* = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 50% of the Closed Basin Project flows are creditable to the Rio Grande (Projected delivery of creditable CBP production to the Rio Grande is 10,000 acre-feet)
- Assumes no recharge diversions after November 1, 2016
- Trinchera Creek flow to the Rio Grande will increase delivery

**RIO GRANDE COMPACT**  
**April 7, 2016 Analysis (50% exceedence)**  
**Closed Basin Project Split: 60/40**

**CONEJOS RIVER BASIN**

DWR 4-6-2016 Forecast of  
 Natural April - September Index  
 Flows = 247,000

**Index Supply**

Conejos =	157,000	January	2,800	*
Los Pinos =	70,000	February	4,000	*
San Ant. =	20,000	March	7,000	*
		April - Sept	247,000	forecast
J-M & O-D volume	33,000	October	10,200	estimate
		November - December	9,000	estimate
Obligation =	95,400	Total	280,000	

**Deliveries**

<b><u>Curtailment</u></b>			January	4,200	*
			February	5,100	*
			March	8,900	*
			April 1-6	2,000	*
<b><u>Required Delivery</u></b>	<u>56,900</u>	22.1%	April 7- October	<b>56,900</b>	needed
Native Index	257,200		Nov - Dec native	10,000	estimate
			Total	87,100	

Adjustments	Net Carryover Credit in E.B.	(2,500)	estimate
to the	Paper Credit	5,000	
Delivery	SC Norton Drain Flow	2,000	estimate
	Remaining CBP Share	3,800	estimate

Delivery Credit 95,400

Expected Dec. 31, 2016 Compact Delivery Status 0

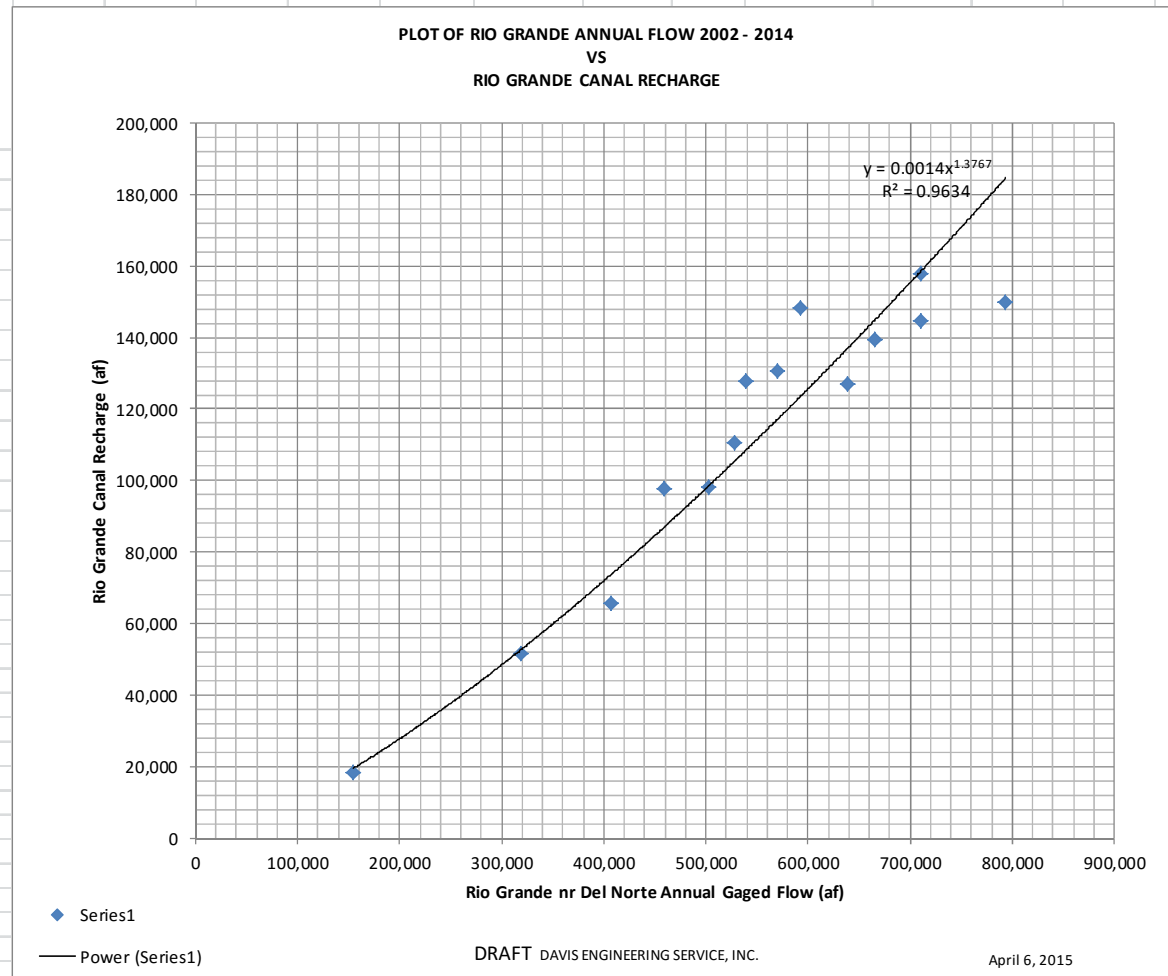
- \* = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 50% of the Closed Basin Project flows are creditable to the Conejos (Projected delivery of creditable CBP production to the Rio Grande is 10,000 acre-feet)



# APPENDIX D

## Projected Recharge Credits

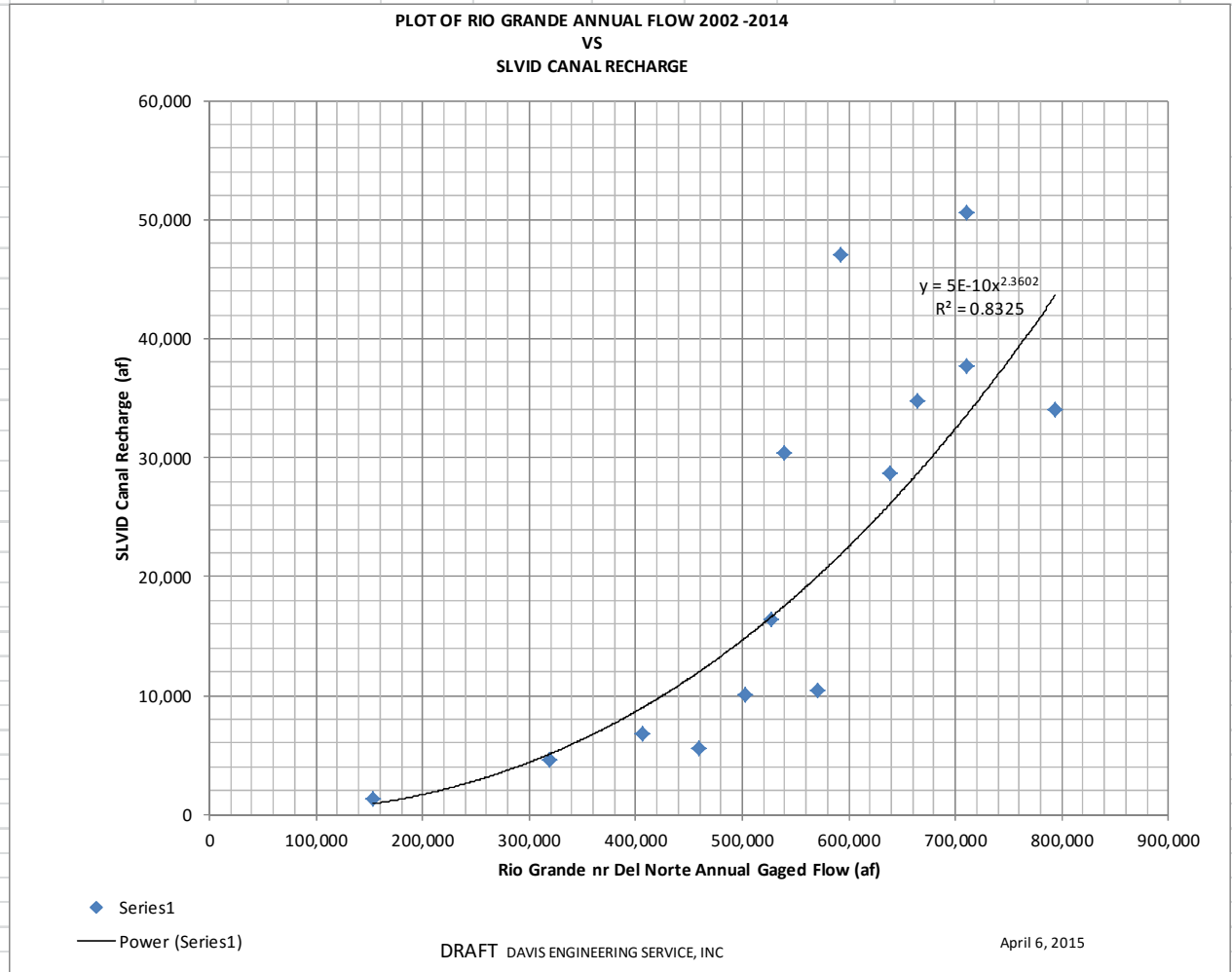
Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Rio Grande Canal (af)
2002	154156	18152
2003	319207	51556
2004	527758	110660
2005	793751	149727
2006	570183	130720
2007	710158	157807
2008	710073	144829
2009	593074	148446
2010	539367	127687
2011	502740	98189
2012	406900	65632
2013	459700	97803
2014	638700	126863
2015	665100	139492



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

x = 2015 Forecast Rio Grande Flow = 645,000 af  
 $y = 0.0014(645,000)^{1.3767} = 139,363.45$  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



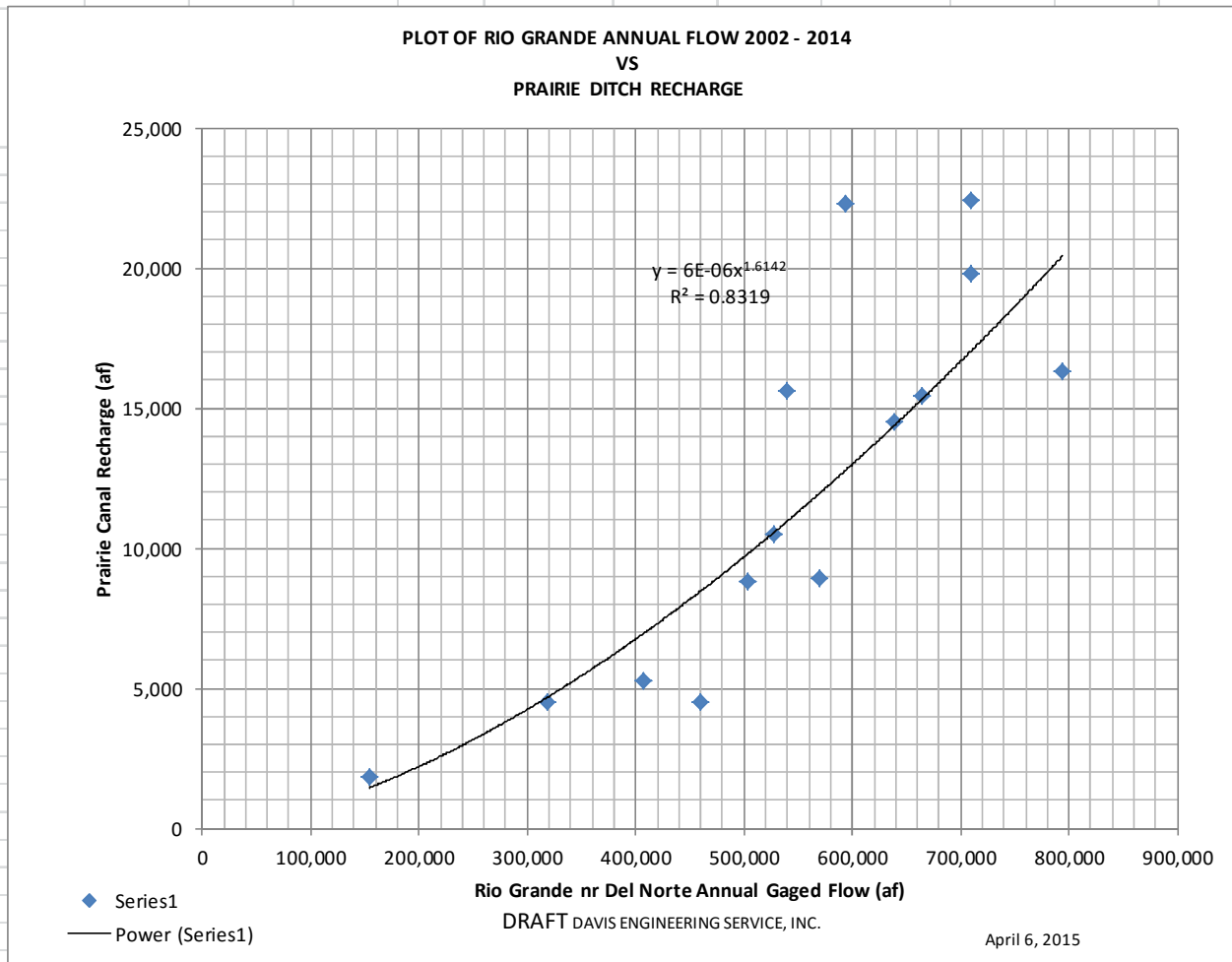
y = SLVID Canal Recharge

x = Rio Grande nr Del Norte Flow

x = 2015 Forecast Rio Grande Flow = 645,000 af

$$y = 0.0000000005(645,000)^{2.3602} = 25,745.00 \text{ af}$$

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



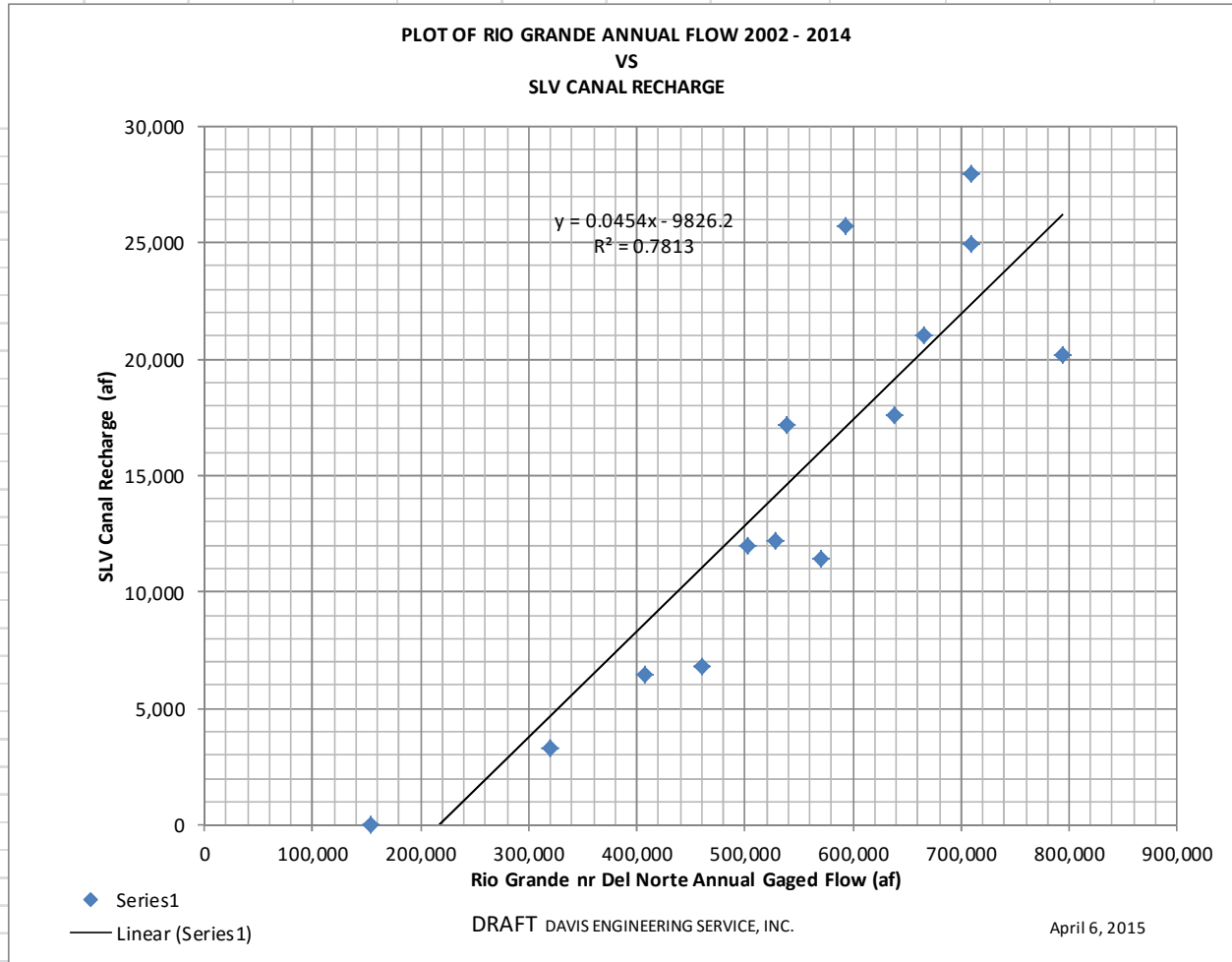
y = Prairie Ditch Recharge

x = Rio Grande nr Del Norte Flow

x = 2015 Forecast Rio Grande Flow = 645,000 af

$y = 6E-06(645,000)^{1.6142} = 14,319.98$  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



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

x = 2015 Forecast Rio Grande Flow = 645,000 af  
 y = 0.0454 ( 645,000 ) - 9826.2 = 19,456.80 af

## APPENDIX E

### Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares  
 Allocated to Fields on Subdistrict No. 1 2015 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	60,510.25	acres
2000699	KANE CALLAN D	24.00	cfs priority
2000736	MCDONALD D	6.40	shares
2000798	PRAIRIE D	244.80	shares
2000798	PRAIRIE D	7.00	D&L
2000798	PRAIRIE D	3.00	McD
2000812	RIO GRANDE CNL	6,472.33	shares
2000812	RIO GRANDE CNL	4,675.80	SM
2000812	RIO GRANDE CNL	918.40	in SpW
2000814	RIO GRANDE D 2	3.00	cfs priority
2000829	SAN LUIS VALLEY CNL	10,617.73	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
<a href="mailto:Rick.Basagoitia@state.co.us">Rick.Basagoitia@state.co.us</a> , <a href="mailto:Tony.Aloia@state.co.us">Tony.Aloia@state.co.us</a> or <a href="mailto:Matt.Thorpe@state.co.us">Matt.Thorpe@state.co.us</a>

**SUBDISTRICT NO. 1:**

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

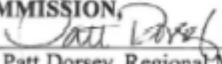
- H. **Entire Understanding.** This Lease Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have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

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

- N. **Order of Precedence.** The provisions of the Lease Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between the Lease Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
- i. The provisions of the main body of this Lease Agreement.
  - ii. Exhibits.
- O. **Prior Agreements.** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to Subdistrict No. 1's use of CPW's transmountain water supplies. 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 wavier 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 <sup>26<sup>th</sup></sup> day of ~~May~~ <sup>June</sup> 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](mailto:rick.basagoitia@state.co.us) and [tony.aloia@state.co.us](mailto: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](mailto: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 24<sup>th</sup> 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

\_\_\_\_\_  
Date

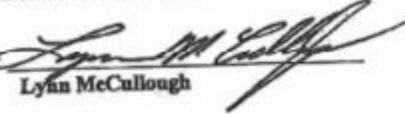
8-3-11

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. Parkes  
Nayajo Development Co., Inc.

Date 8/24/12

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.  
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 V. 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.

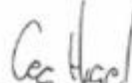
**Seller:**

  
\_\_\_\_\_  
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

## PURCHASE and OPTION AGREEMENT

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

### INTRODUCTORY RECITALS

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

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

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

### AGREEMENT

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

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



Alamosa, CO 81101  
Email: steve@rgwcd.org

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

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

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



**Seller:**

*John H. Parkhurst*  
Navajo Development Co., Inc.

Date 2/4/16

**ACCEPTED:**

**Rio Grande Water Conservation District**

By: *Greg Higel*  
Greg Higel  
Title: *President*  
President

Date 2/2/16

**Acknowledgement:**

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

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

Date 2/3/16



## Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

*Protecting & Conserving San Luis Valley Water*

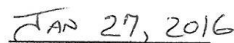
### **Agreement to Purchase Transmountain Diversion Water**

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

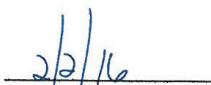
This agreement provides that this 10 acre-feet of stored water, owned by B & R, LLC, is available for sale and once this agreement is signed and proper payment made to B & R, LLC, the Rio Grande Water Conservation District will have full ownership, control and ability to use this water for Subdistrict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

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

  
Kent V. Rominger, B & R, LLC

  
Date

  
Greg Higel, RGWCD President

  
Date

## 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

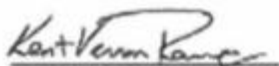
*Protecting & Conserving San Luis Valley Water*

### 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).

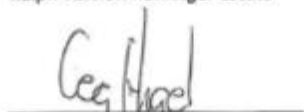
This agreement provides that this 10 acre-feet of stored water, owned by the Estate of Vernon Rominger, is available for sale and once this agreement is signed and proper payment made to the Estate, the Rio Grande Water Conservation District will have full ownership, control and ability to use this water 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  
 290 Miles Street/P.O. Box 637  
 Center, CO 81125-0637

# Invoice

<b>DATE</b>	<b>INVOICE #</b>
2/13/2014	S 2014-6

**BILL TO**

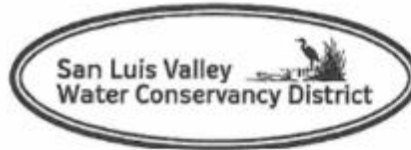
RG Water Conservation District  
 10600 E U.S. Hwy. 160  
 Alamosa, CO 81101

**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

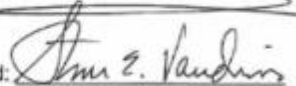
The San Luis Valley Water Conservancy District hereby sells, conveys and transfers to the Rio Grande Water Conservation District, for One Dollar and other considerations, Five Hundred (500) Acre-Feet of transmountain water derived from the Pine River Weminuche Ditch, currently stored on the District's 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>
	<u>TOTAL 500.00</u>

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

SELLER: Signed:  Dated: April 1, 2014

BUYER: Signed:  Dated: April 1, 2014

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

---

President: M. Dee Greeman, Alamosa, CO.  
Vice-President: Darius Allen, Alamosa, CO; Secretary/Treasurer: Doug Messick, Monte Vista CO.  
Directors: Rick Davis, 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



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



## BILL OF SALE

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

The Water Sold consists of:

	<u>Acre-Feet</u>
• Transmountain Water - Not through a Change Case (Weaver Water)	182.00
• Transmountain Water – Augmentation Water - Decree 84CW16	159.00
• Transmountain Water – Augmentation Water - Decree 94CW62	<u>159.00</u>
	<u>TOTAL 500.00</u>
	<u>X 250.00</u>
	125,000

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

SELLER: Signed: *Michael M. Greeman* Dated: April 9, 2015

BUYER: Signed: *Sam E. Vandim* Dated: *4-10*, 2015  
*for RGWCD*

CC: Sam Riggerbach, CDWR  
Travis Smith, SLVID  
Tod Smith, Esq.  
A. Davey, 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 Slane, 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 18 day of March, 2015 (hereinafter the "Effective Date"), by and between the Rio Grande Water Conservation District, for the use and benefit of its Special Improvement District No.1, (collectively "RGWCD") and Patricia Cook and Evelyn Underwood (Lessors) (collectively, the "Parties").

**RECITALS**

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

**AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

**Lessor:**

Patricia A. Cook
655 Oak Street
Del Norte, CO 81132
(719) 657-2844
<a href="mailto:loscook@msn.com">loscook@msn.com</a>
Evelyn M. Underwood

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

**RGWCD:**

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

**5. General Provisions.**

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

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

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

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


P. **Time is of the essence.**

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

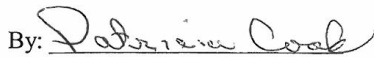
R. **The recitals provided herein are incorporated and made a part of this Lease Agreement.**

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: 

Date: March 18 2015

By: 

Date: March 18, 2015

**RIO GRANDE WATER CONSERVATION DISTRICT**

By: Steve E. Vandiver  
Steve Vandiver, General Manager

Date: 3-18-15



**LEASE AGREEMENT  
FOR USE OF TRANSMOUNTAIN WATER**

This Lease Agreement for Use of Transmountain Water ("Lease Agreement") is entered into this 19<sup>th</sup> 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 25<sup>th</sup> 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
<a href="mailto:loscook@msn.com">loscook@msn.com</a>

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 8<sup>th</sup> 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 25<sup>th</sup> 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: 4-8-13

By: [Signature]

Date: 4/10/13 [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 Lessees employees, agents, guests, or members who manage, operate, maintain, or visit the ditch and structures; this shall be the responsibility of Lessee.  
This paragraph supercedes any part of the main lease to the contrary, particularly items 1 and 8
3. With respect to paragraph 7 of the lease, Lessor will cooperate with Lessee, however should the Colorado Division of Water Resources or any Water Division require information not readily available or accessible, Lessor is not obligated to take trips to Denver or Pagosa or other location to obtain further documentation for this lease. Due to the short term of the lease and the belief of the parties that this lease can be effected for 2013 on a very short time frame, should the lease require a court order or major further action or research by either party, this is not the intention of the parties.
4. This lease agreement will not be recorded unless it is a specific requirement for Lessee to obtain water in 2013.
5. Lessor shall not be obligated to confirm or defend Lessees subsequent water use or reuse of such water. Lessor will be paid for the water as it is recorded, and Lessee will assume responsibility for its use, storage, or reuse as its sole obligation.
6. Lessee shall have the sole remedy of terminating the lease, and not specific performance. Lessor shall have the same remedy, except Lessee shall pay Lessor for water actually delivered to Lessee and not yet paid for by Lessee. This addendum paragraph 6 replaces conflicting

## 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
<b>Total RG Canal Shares Leased in</b>				
<b>2011</b>		<b>1980</b>		
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
<b>Total MV Canal Shares Leased in 2011</b>		<b>135</b>		
		<b>2115</b>		
<b>Total Shares Leased in 2011</b>		<b>2115</b>		

#### 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 12** 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
<b>Total Three Year Leases in 2013</b>		<b>845.8</b>		

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
<b>Total Three Year Leases in 2014</b>		<b>975.8</b>		

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**

<b>Canal Company</b>	<b>Certificate Number</b>	<b>Number of Shares Leased</b>	<b>Number of Years Leased</b>	<b>Multi-Year Expires</b>
RG Canal	10	10	1	2015
RG Canal	2035	10	1	2015
RG Canal	2348	15	1	2015
RG Canal	2679	10	1	2015
RG Canal	2680	10	1	2015
RG Canal	2681	10	1	2015
RG Canal	2681	10	1	2015
RG Canal	2897	10	1	2015
RG Canal	2909	10	1	2015
RG Canal	3005	10	1	2015
RG Canal	3031	10	1	2015
RG Canal	3032	10	1	2015
RG Canal	3033	5	1	2015
RG Canal	3047	10	1	2015
RG Canal	3088	10	1	2015
RG Canal	3089	30	1	2015
RG Canal	3187	10	1	2015
RG Canal	3189	10	1	2015
RG Canal	3190	10	1	2015
RG Canal	3220	10	1	2015
RG Canal	3221	10	1	2015
RG Canal	3291	10	1	2015
RG Canal	3419	35	1	2015
RG Canal	3441	10	1	2015
RG Canal	3591	10	1	2015
RG Canal	3604	5	1	2015
RG Canal	3618	10	1	2015
RG Canal	3717	20	1	2015
RG Canal	3757	10	1	2015
RG Canal	3786	10	1	2015
RG Canal	3787	10	1	2015
RG Canal	3790	10	1	2015
RG Canal	3791	5	1	2015
RG Canal	3792	10	1	2015
RG Canal	3796	15	1	2015
RG Canal	3804	10	1	2015
RG Canal	3838	10	1	2015
RG Canal	3839	10	1	2015
RG Canal	3858	40	1	2015
RG Canal	3871	5	1	2015
RG Canal	3891	10	1	2015

RG Canal	3893	10	1	2015
RG Canal	3909	5	1	2015
RG Canal	3962	10	1	2015
RG Canal	3963	10	1	2015
RG Canal	4027	10	1	2015
RG Canal	4028	10	1	2015
RG Canal	4029	10	1	2015
RG Canal	4030	20	1	2015
RG Canal	4094	10	1	2015
RG Canal	4101	5	1	2015
RG Canal	4102	10	1	2015
RG Canal	4105	10	1	2015
RG Canal	4113	5	1	2015
RG Canal	4118	30	1	2015
RG Canal	4120	10	1	2015
RG Canal	4140	10	1	2015
RG Canal	4141	10	1	2015
RG Canal	4142	7.5	1	2015
RG Canal	4143	7.5	1	2015
RG Canal	4146	10	1	2015
RG Canal	4156	10	1	2015
RG Canal	4159	10	1	2015
RG Canal	4160	10	1	2015
RG Canal	4161	25	1	2015
RG Canal	4162	10	1	2015
RG Canal	4163	10	1	2015
RG Canal	4164	10	1	2015
RG Canal	4165	5	1	2015
RG Canal	4166	10	1	2015
RG Canal	4167	10	1	2015
RG Canal	4205	10	1	2015
RG Canal	4209	10	1	2015
RG Canal	4242	10	1	2015
RG Canal	4271	10	1	2015
RG Canal	4272	25	1	2015
RG Canal	4273	10	1	2015
RG Canal	4274	7.5	1	2015
RG Canal	4275	10	1	2015
RG Canal	4276	30	1	2015
RG Canal	4278	7.5	1	2015
RG Canal	4281	10	1	2015
RG Canal	4285	10	1	2015
RG Canal	4287	10	1	2015
RG Canal	4296	10	1	2015
RG Canal	4305	20	1	2015
RG Canal	4307	20	1	2015
RG Canal	4308	10	1	2015
RG Canal	4309	10	1	2015
RG Canal	4310	10	1	2015
RG Canal	4311	10	1	2015



RG Canal	4312	20	1	2015
RG Canal	4313	10	1	2015
RG Canal	4314	10	1	2015
RG Canal	4322	10	1	2015
RG Canal	4326	10	1	2015
RG Canal	4333	10	1	2015

**Total One Year Leases in 2015** 1125

RG Canal	1489	10	3	2017
RG Canal	1706	10	3	2015
RG Canal	1786	10	3	2015
RG Canal	2114	10	3	2015
RG Canal	2142	10	3	2015
RG Canal	2206	10	3	2017
RG Canal	2818	10	3	2015
RG Canal	3160	10	3	2017
RG Canal	3304	5	3	2017
RG Canal	3305	10	3	2017
RG Canal	3310	10	3	2015
RG Canal	3336	10	3	2017
RG Canal	3356	10	3	2017
RG Canal	3368	10	3	2017
RG Canal	3396	5	3	2016
RG Canal	3459	10	3	2015
RG Canal	3486	10	3	2015
RG Canal	3487	10	3	2015
RG Canal	3558	10	3	2016
RG Canal	3559	10	3	2016
RG Canal	3650	5	3	2017
RG Canal	3651	2.5	3	2017
RG Canal	3652	7.5	3	2017
RG Canal	3682	5	3	2015
RG Canal	3683	5	3	2015
RG Canal	3684	10	3	2015
RG Canal	3716	10	3	2017
RG Canal	3723	10	3	2015
RG Canal	3788	15	3	2015
RG Canal	3789	10	3	2015
RG Canal	3795	10	3	2017
RG Canal	3797	10	3	2016
RG Canal	3802	10	3	2017
RG Canal	3803	10	3	2017
RG Canal	3812	5	3	2016
RG Canal	3813	7.5	3	2016
RG Canal	3814	2.5	3	2016
RG Canal	3816	30.8	3	2015
RG Canal	3821	7.5	3	2016
RG Canal	3822	2.5	3	2016
RG Canal	3849	10	3	2015
RG Canal	3850	10	3	2015

RG Canal	3855	40	3	2017
RG Canal	3859	10	3	2015
RG Canal	3860	10	3	2015
RG Canal	3867	5	3	2016
RG Canal	3868	5	3	2016
RG Canal	3869	10	3	2015
RG Canal	3876	10	3	2015
RG Canal	3889	15	3	2017
RG Canal	3890	10	3	2017
RG Canal	3898	10	3	2017
RG Canal	3932	10	3	2015
RG Canal	3937	10	3	2015
RG Canal	3968	10	3	2016
RG Canal	4005	10	3	2015
RG Canal	4068	10	3	2017
RG Canal	4081	10	3	2016
RG Canal	4127	10	3	2016
RG Canal	4128	10	3	2017
RG Canal	4170	10	3	2017
RG Canal	4174	10	3	2017
RG Canal	4175	10	3	2017
RG Canal	4176	5	3	2017
RG Canal	4179	10	3	2017
RG Canal	4194	10	3	2015
RG Canal	4200	10	3	2015
RG Canal	4201	10	3	2015
RG Canal	4212	20	3	2017
RG Canal	4226	20	3	2016
RG Canal	4247	10	3	2015
RG Canal	4250	10	3	2016
RG Canal	4261	10	3	2016
RG Canal	4262	10	3	2015
RG Canal	4282	5	3	2017
RG Canal	4290	20	3	2017
RG Canal	4315	10	3	2016
RG Canal	4335	10	3	2017
RG Canal	4336	10	3	2017
RG Canal	4352	5	3	2017
RG Canal	4358	25	3	2017
RG Canal	4359	30	3	2017
RG Canal	4360	10	3	2017
RG Canal	4361	10	3	2017
RG Canal	4362	10	3	2017
RG Canal	4363	25	3	2017
RG Canal	4364	35	3	2017
RG Canal	4365	20	3	2017
RG Canal	4366	10	3	2017
RG Canal	4367	20	3	2017

**Total Three Year Leases in  
2015**

**1000.8**

RG Canal	2261	10	5	2016
RG Canal	2426	10	5	2016
RG Canal	2570	10	5	2016
RG Canal	2615	20	5	2019
RG Canal	2616	10	5	2019
RG Canal	2642	5	5	2016
RG Canal	2643	10	5	2016
RG Canal	2644	15	5	2016
RG Canal	2677	20	5	2018
RG Canal	2678	10	5	2018
RG Canal	2834	10	5	2016
RG Canal	3057	20	5	2016
RG Canal	3162	20	5	2019
RG Canal	3170	10	5	2016
RG Canal	3173	10	5	2016
RG Canal	3247	10	5	2019
RG Canal	3249	10	5	2019
RG Canal	3341	10	5	2017
RG Canal	3424	20	5	2016
RG Canal	3428	10	5	2019
RG Canal	3436	5	5	2016
RG Canal	3623	10	5	2016
RG Canal	3772	10	5	2019
RG Canal	3774	10	5	2016
RG Canal	3775	10	5	2016
RG Canal	3782	10	5	2016
RG Canal	3815	10	5	2016
RG Canal	3818	10	5	2019
RG Canal	3819	10	5	2019
RG Canal	3820	10	5	2019
RG Canal	3826	10	5	2016
RG Canal	3827	10	5	2016
RG Canal	3828	10	5	2016
RG Canal	3830	20	5	2016
RG Canal	3831	10	5	2016
RG Canal	3832	10	5	2016
RG Canal	3833	10	5	2016
RG Canal	3834	10	5	2016
RG Canal	3835	10	5	2016
RG Canal	3836	10	5	2016
RG Canal	3843	10	5	2016
RG Canal	3902	5	5	2016
RG Canal	3915	10	5	2019
RG Canal	3934	10	5	2016
RG Canal	3939	10	5	2019
RG Canal	3958	10	5	2019
RG Canal	3969	10	5	2019
RG Canal	3973	10	5	2016
RG Canal	3974	10	5	2016

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

**Total Five Year Leases in 2015** 975

**Total Shares Leased in 2015** 3100.8

**Santa Maria Leased Shares for 2016**

<b>Canal Company</b>	<b>Certificate Number</b>	<b>Number of Shares Leased</b>	<b>Number of Years Leased</b>	<b>Multi-Year Expires</b>
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	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	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
<b>Total Three Year Leases in</b>				
<b>2016</b>		<b>695</b>		

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
<b>Total Five Year Leases in 2016</b>		<b>975</b>		
<b>Total Shares Leased in 2016</b>		<b>1670</b>		



## APPENDIX H

### 2016 Plan Year Forbearance Agreements

#### FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2016, 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 2016 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, 2016 through April 30<sup>th</sup>, 2017.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 100 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 2016 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 100 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 2016 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 Rio Grande Lariat Ditch from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2016 irrigation season, and not later than March 15, 2017, 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, 2017.

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 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 2016 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

c/o 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.

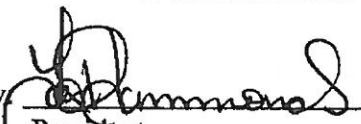
7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County,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

3/31/2016  
Date

**ACCEPTED:**

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

By:   
Rob Phillips, Program Manager

4-04-2016  
Date



## FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2016, 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, 2016 through April 30, 2017.

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 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 2016 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 and the injurious depletions are not remedied by actual water:

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 2014 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. Within thirty days of the date that the parties execute this Agreement, the Subdistrict will pay to the Company \$250,000 for the first 1,000 acre-feet of unreplaced injurious depletions during the term of this Agreement.

3.2. After the end of the 2016 irrigation season, and not later than April 15, 2017, 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 unreplaced 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 unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.3 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.3. If the total amount of unreplaced injurious depletions to the Company's water rights during the term of this Agreement was greater than 1,000 acre-feet, 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 in excess of 1,000 acre-feet. If the total amount of unreplaced injurious depletions were less than 1,000 acre-feet, then the Company will refund to Subdistrict No. 1 \$250.00 per acre-foot for any over-payment by Subdistrict No. 1.

3.4. 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 and the amount of the payment due, but not later than April 15, 2016.

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 2016 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 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

4/4/16  
Date

**ACCEPTED:**

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

By: Rob Phillips  
Rob Phillips, Program Manager

4-04-2016  
Date

## FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2016, 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 2016 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, 2016 through April 30<sup>th</sup>, 2017.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will agree to 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 while Priority 173 is the calling water right and ongoing through the irrigation season for Priority 32 with approval by Ditch Superintendent at least 48 hours in advance of Priority 32 approaching on Call status on the Rio Grande. 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 by 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 2016 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>
32	47.4 cfs
173	35.0 cfs

2.5. At any time while Priority 32 is the calling water right on the Rio Grande and the ditch is in forbearance with the Subdistrict, the Ditch Superintendent can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours from the request during the irrigation season. When ten days of estimated un-replaced depletions to the Centennial Ditch Company during the term of this Agreement has been forboreed by the Company when Priority 173 is the calling water right on the Rio Grande, Subdistrict 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 2016 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 at the Centennial Ditch pursuant to the terms of this Agreement.

3.1. After the end of the 2016 irrigation season, and not later than March 15, 2017, 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, 2017.

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 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 2016 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 for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

#### 7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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


**The Centennial Ditch Company**

By:   
President

3-30-16  
Date

**ACCEPTED:**

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

By:   
Rob Phillips, Program Manager

3-30-16  
Date

## FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effect May 1, 2016, 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 2016 Annual Replacement Plan necessary for implementation of the Amended Plan in water year 2016.

### 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<sup>st</sup>, 2016 through April 30<sup>th</sup>, 2017.

**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 500 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande at the headgate of the Empire Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Empire Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Empire Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2016 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 2016 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 Empire Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2016 irrigation season, and not later than March 15, 2017, 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 \$250.00 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, 2017.

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 2016 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

3-25-16  
Date

**ACCEPTED:**

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

By: Rob Phillips  
Rob Phillips, Program Manager

3-25-16  
Date

## FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2016, 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 SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> 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 2016 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, 2016 through April 30<sup>th</sup>, 2017.

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 1,000.0 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 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 2016 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>
<u>249</u>	<u>6.20</u>	<u>60.30cfs</u>
<u>262</u>	<u>29.40</u>	<u>89.70cfs</u>

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 2016 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 2016 irrigation season, and not later than March 15, 2017, 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, 2017.

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 2016 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 deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

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

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

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

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

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



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

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

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

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

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

**The Excelsior Ditch Company**

By: Roy H. Oliver                      3-30-16  
Roy Oliver, President                      Date

**ACCEPTED:**

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

By: Rob Phillips                      3/30/16  
Rob Phillips, Program Manager                      Date

## FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2016, 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 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 2016 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, 2016 through April 30<sup>th</sup>, 2017.

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 2016 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Farmers Union Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Farmers Union Canal during the term of this Agreement equals 1,000.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2016 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the District \$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 Farmers Union Canal from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2016 irrigation season, and not later than March 15, 2017, 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, 2016.

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 2016 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 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 Agree-



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

7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the 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.





## FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2016, 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 NE¼ SW¼ of Section 6, T39N, R7E, N.M.P.M., and has decreed priorities totaling 340.77 c.f.s. from the Rio Grande

B. 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 2016 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, 2016 through April 30<sup>th</sup>, 2017.

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 300.0 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 2016 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 300.0 acre-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 2016 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 2016 irrigation season, and not later than March 15, 2017, 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, 2017.

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 2016 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.

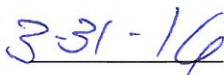
7.9. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.

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:   
Rob Phillips, Program Manager

3-31-16  
Date

## FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2016, 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 2016 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, 2016 through April 30<sup>th</sup>, 2017.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forbear from requiring Subdistrict No. 1 to replace up to 400.0 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 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 2016 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 400.0 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 2016 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 San Luis Valley Canal from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2016 irrigation season, and not later than March 15, 2017, 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, 2017.

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 2016 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 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.

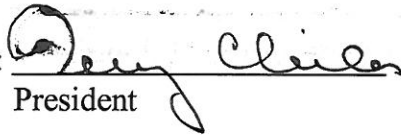
7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County,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

3/28/2016  
Date

**ACCEPTED:**

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

By:   
Rob Phillips, Program Manager

3/28/2016  
Date



## FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2016, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Prairie Ditch Company (“Company”), a Colorado mutual ditch company (collectively “the Parties”).

### RECITALS

A. The Company owns and operates the Prairie Ditch Company and the water rights decreed thereto. The Prairie Ditch Company diverts water from the Rio Grande in the NE¼ NW¼ of Section 8, T39N, R7E, N.M.P.M., , and has decreed priorities totaling 367.02 c.f.s. from the Rio Grande

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2016 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, 2016 through April 30<sup>th</sup>, 2017.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 100.0 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Prairie Ditch Company. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Prairie Ditch Company is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Prairie Ditch Company would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2016 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Prairie Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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



<u>Priority No.</u>	<u>Amount</u>
1903-22C	36.84
1903-24E	59.90
1903-30D	20.18
1903-34E	22.79
1903-37D	20.84
1903-41D	24.74
1903-45E	16.20
1903-46E	15.63
1903-49F	10.42
1903-52E	6.51
1903-57D	6.84
1903-61B	2.61

2.5. When the total amount of estimated unreplaced depletions to the Prairie Ditch Company during the term of this Agreement equals 100.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2016 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 Prairie Ditch Company from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2016 irrigation season, and not later than March 15, 2017, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2017.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Prairie Ditch Company to off-set the first 100.0 acre-feet of injurious stream depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande when Priority 1903-22C is the calling water right with a flow of 160.0c.f.s or greater that would otherwise have to be replaced by Subdistrict No. 1 under its 2016 Annual Replacement Plan.

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

To Company:

c/o Manager  
Prairie Ditch Company  
PO Box 32  
Mosca, CO 81146

To Subdistrict No. 1:

c/o 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.



of the Rio Grande Water Conservation District

By:   
Rob Phillips, Program Manager

4-14-16  
Date



# APPENDIX I

Closed Basin Project Allocation Letters

## The Rio Grande Water Users Assn.

P.O. Box 288  
Monte Vista CO. 81144  
Telephone: (719) 852-3556 \* FAX: (719) 852-5958

March 30, 2016

Rob Phillips, 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 Rob:

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, 2016 through April 20, 2017. 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 2015 and 2016.

At its meeting on March 17, 2016, 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 2,500 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 2016-2017 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.

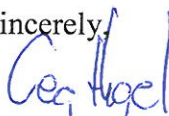
This allocation to Subdistrict No. 1 covers parts of two calendar years. The amount of the 2,500 acre-feet that is used for replacement by December 31, 2016, will come from the Rio Grande's 2016 share of the Project's usable yield. The remainder can be used for replacements through April 30, 2017, the end of Subdistrict No. 1's 2016-2017 Annual Replacement Plan Year. The amount used by April 30, 2017, will come from the Rio Grande's share of Project production in 2017.

Rob Phillips, Program Manager  
March 30, 2016  
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

623 Fourth Street  
Alamosa, CO 81101  
(719) 589-2230  
[HeatherRDutton@gmail.com](mailto:HeatherRDutton@gmail.com)



March 28, 2016

Greg Higel  
President, Board of Directors  
Rio Grande Water Conservation District  
8805 Independent Way  
Alamosa, CO 81101

Dear Mr. Higel,

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 Project's usable 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 have agreed with the Water Users' proposed allocation of up to 2,500 acre-feet of the Rio Grande's share of Project water to replace stream depletions in the 2016 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,



M. Dee Greeman, President  
Board of Directors of the San Luis Valley Water Conservancy District





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	54067.3913	
01/01/77	-52330.194	29692.716			
02/01/77	0	29692.716			
03/01/77	9337.002	39029.718			
04/01/77	-66606.56	-27576.842			
05/01/77	26280.85	-1295.992			
06/01/77	-52715.472	-54011.464			
07/01/77	-20396.064	-74407.528			
08/01/77	-37527.502	-111935.03			
09/01/77	-111073.584	-223008.614			
10/01/77	-12109.48	-235118.094			
11/01/77	-22296.448	-257414.542			
12/01/77	-22198.364	-279612.906	12/1/1977	-97163.8218	
01/01/78	11784.074	-267828.832			
02/01/78	-17151.566	-284980.398			
03/01/78	-17203.476	-302183.874			
04/01/78	-2323.652	-304507.526			
05/01/78	-21920.32	-326427.846			
06/01/78	-9347.856	-335775.702			
07/01/78	-52068.002	-387843.704			
08/01/78	-29730.556	-417574.26			
09/01/78	-69355.032	-486929.292			
10/01/78	70963.206	-415966.086			

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01/01/79	35070.348	-420631.97			
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03/01/79	10822.172	-446873.52			
04/01/79	-43430.268	-490303.788			
05/01/79	18146.524	-472157.264			
06/01/79	174935.972	-297221.292			
07/01/79	43871.13	-253350.162			
08/01/79	-83674.482	-337024.644			
09/01/79	-17664.49	-354689.134			
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07/01/80	41387.2912	-117862.9568			
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04/01/81	-16957.0412	-239634.0542			
05/01/81	-41321.2528	-280955.307			
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07/01/81	-70986.6462	-362017.148			
08/01/81	-93244.0742	-455261.2222			
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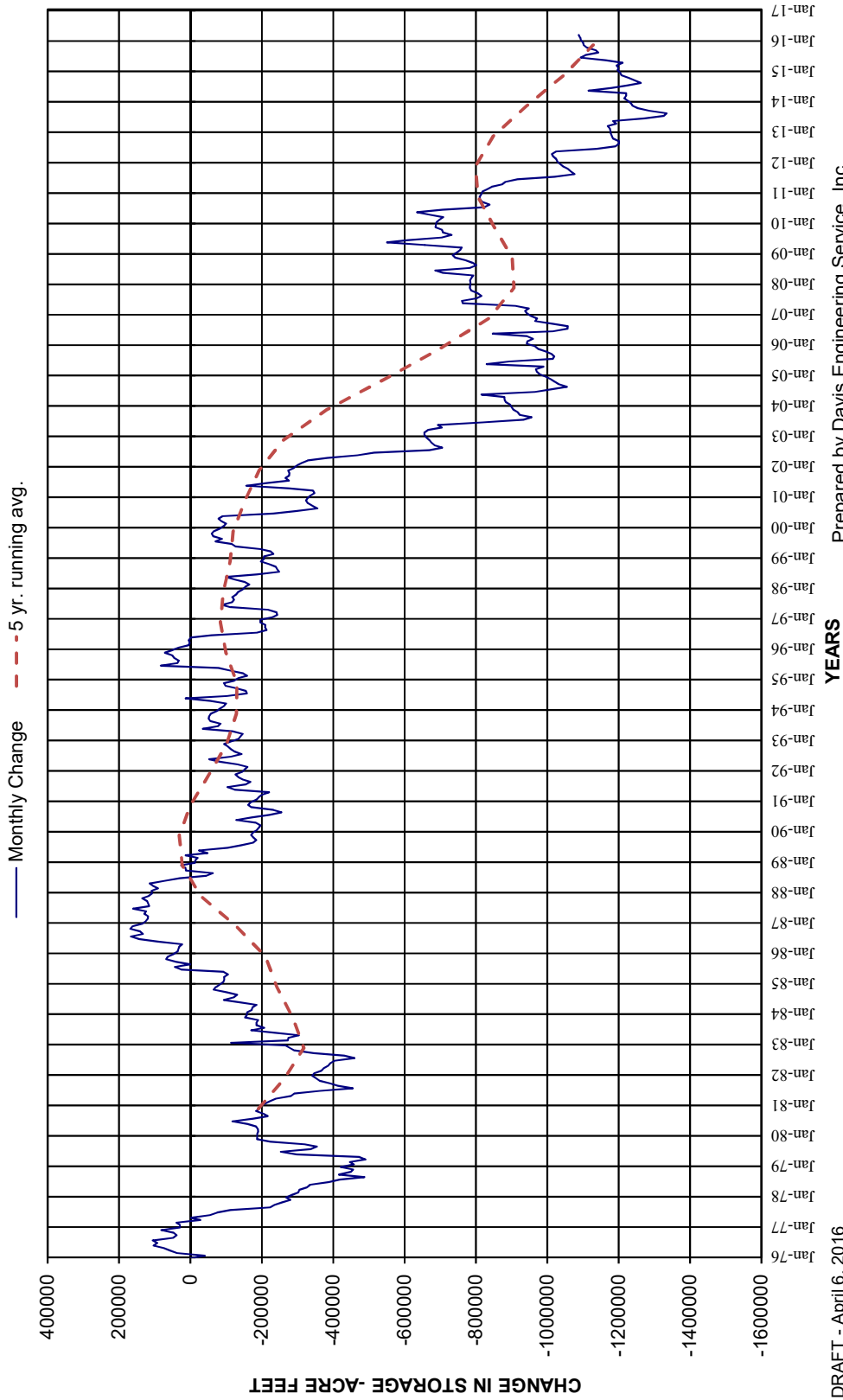
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8/1/2003	-112758.52	-932806.62			
9/1/2003	-23049.89	-955856.51			
10/1/2003	33312.09	-922544.42			
11/1/2003	4901.83	-917642.59			
12/1/2003	12414.57	-905228.02	12/1/2003	-790730.77	<b>-381974.45</b>
1/1/2004	5298.8	-899929.22			
2/1/2004	4101.36	-895827.86			
3/1/2004	11666.14	-884161.72			
4/1/2004	4071.05	-880090.67			
5/1/2004	851.89	-879238.78			
6/1/2004	64077.86	-815160.92			
7/1/2004	-150007.92	-965168.84			
8/1/2004	-46423.75	-1011592.59			
9/1/2004	-43548.74	-1055141.33			
10/1/2004	23498.94	-1031642.39			
11/1/2004	10603.09	-1021039.30			
12/1/2004	10642.81	-1010396.49	12/1/2004	-945782.51	<b>-543573.24</b>
1/1/2005	14680.6	-995715.89			
2/1/2005	17374.52	-978341.37			
3/1/2005	7340.11	-971001.26			
4/1/2005	3156.95	-967844.31			
5/1/2005	-21732.21	-989576.52			
6/1/2005	159825.97	-829750.55			
7/1/2005	-63380.13	-893130.68			
8/1/2005	-121593.83	-1014724.51			
9/1/2005	-4804.71	-1019529.22			
10/1/2005	7263.26	-1012265.96			
11/1/2005	16022.88	-996243.08			
12/1/2005	21879.74	-974363.34	12/1/2005	-970207.22	<b>-697460.38</b>
1/1/2006	8467.09	-965896.25			
2/1/2006	23767.44	-942128.81			
3/1/2006	-1491.65	-943620.46			
4/1/2006	-16435.25	-960055.71			
5/1/2006	16343.81	-943711.90			
6/1/2006	96603.51	-847108.39			
7/1/2006	-168216.12	-1015324.51			
8/1/2006	-41242.97	-1056567.48			
9/1/2006	-1189.72	-1057757.20			
10/1/2006	44437.54	-1013319.66			

11/1/2006	47462.53	-965857.13			
12/1/2006	-5059.36	-970916.49	12/1/2006	-973522.00	<b>-836000.09</b>
1/1/2007	17497.47	-953419.02			
2/1/2007	10684.96	-942734.06			
3/1/2007	4716.15	-938017.91			
4/1/2007	-10357.72	-948375.63			
5/1/2007	37378.85	-910996.78			
6/1/2007	148098.95	-762897.83			
7/1/2007	2673.41	-760224.42			
8/1/2007	-40665.2	-800889.62			
9/1/2007	-14487.96	-815377.58			
10/1/2007	10756.19	-804621.39			
11/1/2007	17533.59	-787087.80			
12/1/2007	4140.52	-782947.28	12/1/2007	-850632.44	<b>-906174.99</b>
1/1/2008	-558.03	-783505.31			
2/1/2008	-920.96	-784426.27			
3/1/2008	883.57	-783542.70			
4/1/2008	-3733.84	-787276.54			
5/1/2008	-5042.68	-792319.22			
6/1/2008	85716.75	-706602.47			
7/1/2008	20827.55	-685774.92			
8/1/2008	-96844.2	-782619.12			
9/1/2008	-18701.67	-801320.79			
10/1/2008	10570.93	-790749.86			
11/1/2008	20606.64	-770143.22			
12/1/2008	28328.87	-741814.35	12/1/2008	-767507.89	<b>-901530.41</b>
1/1/2009	6692.11	-735122.24			
2/1/2009	-11460.48	-746582.72			
3/1/2009	-8478.4	-755061.12			
4/1/2009	-5237.78	-760298.90			
5/1/2009	103562.53	-656736.37			
6/1/2009	105885.55	-550850.82			
7/1/2009	-59264.24	-610115.06			
8/1/2009	-93863.57	-703978.63			
9/1/2009	-27478.64	-731457.27			
10/1/2009	24175.47	-707281.80			
11/1/2009	2048.67	-705233.13			
12/1/2009	18423.75	-686809.38	12/1/2009	-695793.95	<b>-851532.70</b>
1/1/2010	-1372.66	-688182.04			
2/1/2010	-2055.79	-690237.83			
3/1/2010	-7606.29	-697844.12			
4/1/2010	-10297.84	-708141.96			
5/1/2010	35668.58	-672473.38			
6/1/2010	37436.04	-635037.34			
7/1/2010	-72125.58	-707162.92			
8/1/2010	-117100.01	-824262.93			
9/1/2010	-13939.55	-838202.48			
10/1/2010	19817.65	-818384.83			

11/1/2010	6709.59	-811675.24			
12/1/2010	1420.29	-810254.95	12/1/2010	-741821.67	<b>-805855.59</b>
1/1/2011	-4572.83	-814827.78			
2/1/2011	-2951.3	-817779.08			
3/1/2011	-13185.29	-830964.37			
4/1/2011	-13352.76	-844317.13			
5/1/2011	-28989.29	-873306.42			
6/1/2011	-8915.73	-882222.15			
7/1/2011	-34141.06	-916363.21			
8/1/2011	-103775.94	-1020139.15			
9/1/2011	-56543.67	-1076682.82			
10/1/2011	9783.57	-1066899.25			
11/1/2011	8527.67	-1058371.58			
12/1/2011	12468.04	-1045903.54	12/1/2011	-937314.70	<b>-798614.13</b>
1/1/2012	10139.85	-1035763.69			
2/1/2012	7692.68	-1028071.01			
3/1/2012	3288.92	-1024782.09			
4/1/2012	8764.00	-1016018.09			
5/1/2012	3228.14	-1012789.95			
6/1/2012	-12012.86	-1024802.81			
7/1/2012	-113987.8	-1138790.61			
8/1/2012	-52169.42	-1190960.03			
9/1/2012	-9800.85	-1200760.88			
10/1/2012	59.7	-1200701.18			
11/1/2012	16069.69	-1184631.49			
12/1/2012	3760.2	-1180871.29	12/1/2012	-1103245.26	<b>-849136.694</b>
1/1/2013	3245.77	-1177625.52			
2/1/2013	228.52	-1177397.00			
3/1/2013	1949.97	-1175447.03			
4/1/2013	6315.35	-1169131.68			
5/1/2013	-24274.05	-1193405.73			
6/1/2013	9067.54	-1184338.19			
7/1/2013	-88268.6	-1272606.79			
8/1/2013	-53644.93	-1326251.72			
9/1/2013	-7574.99	-1333826.71			
10/1/2013	47639.79	-1286186.92			
11/1/2013	32671.44	-1253515.48			
12/1/2013	14398.81	-1239116.67	12/1/2013	-1232404.12	<b>-942115.9385</b>
1/1/2014	4636.04	-1234480.63			
2/1/2014	9647.35	-1224833.28			
3/1/2014	8879.5	-1215953.78			
4/1/2014	-4738.2	-1220691.98			
5/1/2014	-252.69	-1220944.67			
6/1/2014	105422.16	-1115522.51			
7/1/2014	-64054.16	-1179576.67			
8/1/2014	-44324.11	-1223900.78			
9/1/2014	-38486.1	-1262386.88			
10/1/2014	15986.54	-1246400.34			

11/1/2014	17987.62	-1228412.72			
12/1/2014	19637.89	-1208774.83	12/1/2014	-1215156.59	<b>-1045988.466</b>
1/1/2015	4463.83	-1204311.00			
2/1/2015	7525.9	-1196785.10			
3/1/2015	-2268.91	-1199054.01			
4/1/2015	5252.37	-1193801.64			
5/1/2015	-17079.89	-1210881.53			
6/1/2015	46968.2	-1163913.33			
7/1/2015	70787.84	-1093125.49			
8/1/2015	-14081.4	-1107206.89			
9/1/2015	-35710.56	-1142917.45			
10/1/2015	7664.86	-1135252.59			
11/1/2015	24656.14	-1110596.45			
12/1/2015	8471.54	-1102124.91	12/1/2015	-1154997.53	<b>-1128623.638</b>
1/1/2016	2410.03	-1099714.88			
2/1/2016	5580.02	-1094134.86			
3/1/2016	2206.74	-1091928.12			
4/1/2016	3956.31	-1087971.81			

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



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

DRAFT - April 6, 2016  
Data through April 4, 2016

Tabulation of Measured Groundwater Levels in Wells within Subdistrict#1

<b>USGS 375524106020501, NA04300931CCC, RGWCD13A</b>			
<b>RG13A</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
30.0	37.9264803 N	106.03490436 W	7562.51
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	8.37	7554.14	RGWCD
2/4/2015	8.28	7554.23	RGWCD
3/5/2015	8.20	7554.31	RGWCD
3/31/2015	8.05	7554.46	RGWCD
5/6/2015	7.90	7554.61	RGWCD
6/2/2015	7.83	7554.68	RGWCD
7/6/2015	8.06	7554.45	RGWCD
8/4/2015	7.76	7554.75	RGWCD
9/2/2015	8.03	7554.48	RGWCD
10/5/2015	8.17	7554.34	RGWCD
11/5/2015	8.06	7554.45	RGWCD
12/2/2015	8.00	7554.51	RGWCD
1/5/2016	8.02	7554.49	RGWCD
2/1/2016	7.98	7554.53	RGWCD
3/3/2016	7.68	7554.83	RGWCD
4/4/2016	7.49	7555.02	RGWCD
<b>USGS 375324105553301, NA04201007CCC, RGWCD18</b>			
<b>RG18</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
57.0	37.89225365 N	105.92872105 W	7550.20
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>

1/6/2015	17.76	7532.44	RGWCD
2/4/2015	17.70	7532.50	RGWCD
3/4/2015	17.64	7532.56	RGWCD
3/31/2015	17.67	7532.53	RGWCD
5/6/2015	17.64	7532.56	RGWCD
6/3/2015	17.64	7532.56	RGWCD
7/7/2015	17.67	7532.53	RGWCD
8/4/2015	17.26	7532.94	RGWCD
9/3/2015	16.98	7533.22	RGWCD
10/6/2015	17.40	7532.80	RGWCD
11/5/2015	17.30	7532.90	RGWCD
12/3/2015	17.53	7532.67	RGWCD
1/5/2016	17.68	7532.52	RGWCD
2/1/2016	17.67	7532.53	RGWCD
3/7/2016	17.51	7532.69	RGWCD
4/4/2016	17.59	7532.61	RGWCD

**USGS 375005106092501, NA04100701BAA, RGWCD21A**

**RG21A**

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
30.0	37.83507202 N	106.15675306 W	7636.36

**Unconfined Aquifer**

<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	15.68	7620.68	RGWCD
2/4/2015	16.10	7620.26	RGWCD
3/5/2015	16.35	7620.01	RGWCD
3/31/2015	16.42	7619.94	RGWCD
5/6/2015	14.41	7621.95	RGWCD
6/2/2015	3.84	7632.52	RGWCD
7/6/2015	2.87	7633.49	RGWCD
8/4/2015	3.56	7632.80	RGWCD
9/2/2015	6.35	7630.01	RGWCD
10/5/2015	8.47	7627.89	RGWCD
11/5/2015	8.06	7628.30	RGWCD
12/2/2015	9.33	7627.03	RGWCD

1/5/2016	9.99	7626.37	RGWCD
2/1/2016	10.57	7625.79	RGWCD
3/3/2016	10.08	7626.28	RGWCD
4/4/2016	9.74	7626.62	RGWCD
<b>USGS 375016106021201, NA04200931CCC2, RGWCD22</b>			
<b>RG22</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
27.0	37.83781084 N	106.03671275 W	7580.87
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	18.36	7562.51	RGWCD
2/4/2015	18.07	7562.80	RGWCD
3/5/2015	17.96	7562.91	RGWCD
3/31/2015	17.80	7563.07	RGWCD
5/6/2015	17.72	7563.15	RGWCD
6/2/2015	17.80	7563.07	RGWCD
7/6/2015	19.00	7561.87	RGWCD
8/4/2015	19.87	7561.00	RGWCD
9/2/2015	19.79	7561.08	RGWCD
10/5/2015	18.71	7562.16	RGWCD
11/5/2015	18.07	7562.80	RGWCD
12/2/2015	17.77	7563.10	RGWCD
1/5/2016	17.55	7563.32	RGWCD
2/1/2016	17.34	7563.53	RGWCD
3/3/2016	17.05	7563.82	RGWCD
4/4/2016	16.86	7564.01	RGWCD
<b>USGS 375010105554302, NA04200936DDD2, RGWCD23A</b>			
<b>RG23A</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/6/2015	38.65	7514.20	RGWCD
2/4/2015	38.13	7514.72	RGWCD
3/4/2015	37.67	7515.18	RGWCD
3/31/2015	37.20	7515.65	RGWCD
5/6/2015	36.95	7515.90	RGWCD
6/4/2015	37.10	7515.75	RGWCD
7/7/2015	39.13	7513.72	RGWCD
8/4/2015	40.45	7512.40	RGWCD
9/3/2015	40.98	7511.87	RGWCD
10/6/2015	40.31	7512.54	RGWCD
11/5/2015	39.72	7513.13	RGWCD
12/3/2015	39.20	7513.65	RGWCD
1/5/2016	38.67	7514.18	RGWCD
2/1/2016	38.16	7514.69	RGWCD
3/7/2016	37.47	7515.38	RGWCD
4/4/2016	36.99	7515.86	RGWCD
<b>USGS 375009105503001, NA04101002ABA, RGWCD24A</b>			
<b>RG24A</b>			
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)
1/7/2015	14.90	7520.90	RGWCD
2/5/2015	14.80	7521.00	RGWCD
3/4/2015	14.80	7521.00	RGWCD
3/31/2015	14.95	7520.85	RGWCD
5/7/2015	14.87	7520.93	RGWCD
6/3/2015	14.69	7521.11	RGWCD
7/7/2015	14.44	7521.36	RGWCD
8/5/2015	13.78	7522.02	RGWCD

9/3/2015	13.56	7522.24	RGWCD
10/6/2015	13.50	7522.30	RGWCD
11/9/2015	13.36	7522.44	RGWCD
12/3/2015	13.39	7522.41	RGWCD
1/6/2016	13.55	7522.25	RGWCD
2/1/2016	13.59	7522.21	RGWCD
3/7/2016	13.47	7522.33	RGWCD
4/4/2016	13.72	7522.08	RGWCD
<b>USGS 374410105464701, NA04001109BBB, RGWCD27A</b>			
<b>RG27A</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
75.3	37.73608331 N	105.78032456 W	7537.22
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/7/2015	15.03	7522.19	RGWCD
2/5/2015	14.96	7522.26	RGWCD
3/4/2015	15.18	7522.04	RGWCD
3/31/2015	15.06	7522.16	RGWCD
5/7/2015	15.05	7522.17	RGWCD
6/1/2015	15.00	7522.22	RGWCD
7/8/2015	15.18	7522.04	RGWCD
8/5/2015	15.02	7522.20	RGWCD
9/3/2015	14.83	7522.39	RGWCD
10/6/2015	14.75	7522.47	RGWCD
11/9/2015	14.84	7522.38	RGWCD
12/3/2015	14.90	7522.32	RGWCD
1/6/2016	15.01	7522.21	RGWCD
2/1/2016	15.04	7522.18	RGWCD
3/7/2016	15.04	7522.18	RGWCD
4/4/2016	14.90	7522.32	RGWCD
<b>USGS 374704105590002, NA04100921DAA, RGWCD28-1</b>			
<b>RG28-1</b>			

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
32.0	37.78448396 N	105.98354869 W	7579.49
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	30.44	7549.15	RGWCD
2/3/2015	29.72	7549.87	RGWCD
3/2/2015	29.58	7550.01	RGWCD
3/31/2015	29.23	7550.36	RGWCD
5/4/2015	29.59	7550.00	RGWCD
6/4/2015	29.42	7550.17	RGWCD
7/1/2015	25.30	7554.29	RGWCD
8/3/2015	26.76	7552.83	RGWCD
9/1/2015	28.23	7551.36	RGWCD
10/1/2015	28.87	7550.72	RGWCD
11/2/2015	29.28	7550.31	RGWCD
12/1/2015	29.54	7550.05	RGWCD
1/4/2016	29.68	7549.91	RGWCD
2/2/2016	29.18	7550.41	RGWCD
3/7/2016	28.96	7550.63	RGWCD
4/4/2016	28.80	7550.79	RGWCD
<b>USGS 374505105554001, NA04100936DDA, RGWCD28A</b>			
<b>RG28A</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
53.0	37.75197957 N	105.92816372 W	7571.95
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	38.97	7532.97	RGWCD
2/4/2015	38.60	7533.34	RGWCD
3/4/2015	38.44	7533.50	RGWCD

3/31/2015	38.10	7533.84	RGWCD
5/6/2015	40.50	7531.44	RGWCD
6/4/2015	40.98	7530.96	RGWCD
7/7/2015	41.39	7530.55	RGWCD
8/4/2015	39.30	7532.64	RGWCD
9/3/2015	39.88	7532.06	RGWCD
9/30/2015	38.26	7533.68	RGWCD
11/5/2015	37.21	7534.73	RGWCD
12/3/2015	36.68	7535.26	RGWCD
1/5/2016	36.29	7535.65	RGWCD
2/1/2016	36.10	7535.84	RGWCD
3/7/2016	35.81	7536.13	RGWCD
4/4/2016	35.79	7536.15	RGWCD

**USGS 374446106022001, NA04000801AAD, RGWCD29**

**RG29**

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
25.0	37.74568511 N	106.03849378 W	7608.27

Unconfined Aquifer

<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	Well Dry	-	RGWCD
2/3/2015	Well Dry	-	RGWCD
3/2/2015	Well Dry	-	RGWCD
3/31/2015	Well Dry	-	RGWCD
5/4/2015	Well Dry	-	RGWCD
6/1/2015	Well Dry	-	RGWCD
7/1/2015	Well Dry	-	RGWCD
8/3/2015	Well Dry	-	RGWCD
9/1/2015	Well Dry	-	RGWCD
10/1/2015	Well Dry	-	RGWCD
11/2/2015	Well Dry	-	RGWCD
12/1/2015	Well Dry	-	RGWCD
1/1/2016	Well Dry	-	RGWCD
2/2/2016	Well Dry	-	RGWCD
3/3/2016	Well Dry	-	RGWCD

4/4/2016	Well Dry	-	RGWCD
<b>RGWCD29A</b>			
<b>RG29A</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
-	37.74810207 N	106.03860429 W	7608.95
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	27.66	7581.34	RGWCD
2/3/2015	27.44	7581.56	RGWCD
3/2/2015	27.66	7581.34	RGWCD
3/31/2015	27.25	7581.75	RGWCD
5/4/2015	27.44	7581.56	RGWCD
6/1/2015	27.76	7581.24	RGWCD
7/1/2015	24.70	7584.30	RGWCD
8/3/2015	27.20	7581.80	RGWCD
9/1/2015	28.43	7580.57	RGWCD
10/1/2015	28.77	7580.23	RGWCD
11/2/2015	28.57	7580.43	RGWCD
12/1/2015	27.98	7581.02	RGWCD
1/4/2016	27.90	7581.10	RGWCD
2/2/2016	27.73	7581.27	RGWCD
3/3/2016	27.25	7581.75	RGWCD
4/4/2016	26.44	7582.56	RGWCD
<b>USGS 374736106053404, NA04100815CCC4, RGWCD29-1</b>			
<b>RG29-1</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/5/2015	Well Dry	-	RGWCD
2/3/2015	Well Dry	-	RGWCD
3/2/2015	Well Dry	-	RGWCD
3/31/2015	Well Dry	-	RGWCD
5/4/2015	Well Dry	-	RGWCD
6/1/2015	Well Dry	-	RGWCD
7/1/2015	Well Dry	-	RGWCD
8/3/2015	Well Dry	-	RGWCD
9/1/2015	Well Dry	-	RGWCD
10/1/2015	Well Dry	-	RGWCD
11/2/2015	Well Dry	-	RGWCD
12/1/2015	33.98	7588.49	RGWCD
1/4/2016	33.65	7588.82	RGWCD
2/2/2016	33.3	7589.17	RGWCD
3/7/2016	33.9	7588.57	RGWCD
4/4/2016	32.69	7589.78	RGWCD
<b>USGS 374455106085501, NA04100831CCC, RGWCD31</b>			
<b>RG31</b>			
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)
1/6/2015	39.68	7628.62	RGWCD
2/4/2015	39.93	7628.37	RGWCD
3/5/2015	40.18	7628.12	RGWCD
3/31/2015	40.35	7627.95	RGWCD
5/6/2015	41.04	7627.26	RGWCD
6/2/2015	40.58	7627.72	RGWCD
7/6/2015	33.40	7634.90	RGWCD
8/4/2015	32.55	7635.75	RGWCD
9/2/2015	34.14	7634.16	RGWCD

10/5/2015	35.48	7632.82	RGWCD
11/5/2015	36.25	7632.05	RGWCD
12/2/2015	36.67	7631.63	RGWCD
1/5/2016	37.14	7631.16	RGWCD
2/1/2016	37.37	7630.93	RGWCD
3/3/2016	37.68	7630.62	RGWCD
4/4/2016	37.95	7630.35	RGWCD

**USGS 374500106153401, NA04100636DDD, RGWCD33B**

**RG33B**

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
130.0	37.75035656 N	106.25933339 W	7755.58

Unconfined Aquifer

<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	81.91	7673.67	RGWCD
2/4/2015	81.47	7674.11	RGWCD
3/5/2015	81.58	7674.00	RGWCD
3/31/2015	81.26	7674.32	RGWCD
5/6/2015	81.88	7673.70	RGWCD
6/2/2015	82.92	7672.66	RGWCD
7/6/2015	83.54	7672.04	RGWCD
8/4/2015	83.33	7672.25	RGWCD
9/2/2015	82.93	7672.65	RGWCD
10/5/2015	81.65	7673.93	RGWCD
11/5/2015	80.58	7675.00	RGWCD
12/2/2015	79.83	7675.75	RGWCD
1/5/2016	78.74	7676.84	RGWCD
2/1/2016	78.05	7677.53	RGWCD
3/3/2016	78.02	7677.56	RGWCD
4/4/2016	77.90	7677.68	RGWCD

**USGS 374046106163801, NA04000625CBC, RGWCD35**

**RG35**

<b>Well Depth</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft.)</b>
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<b>(ft.)</b>			<b>NAVD88)</b>
48.0	37.67986113 N	106.27752283 W	7810.76
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	Well Dry	-	RGWCD
2/4/2015	Well Dry	-	RGWCD
3/5/2015	Well Dry	-	RGWCD
3/31/2015	Well Dry	-	RGWCD
5/6/2015	Well Dry	-	RGWCD
6/2/2015	28.29	7782.47	RGWCD
7/6/2015	24.80	7785.96	RGWCD
8/4/2014	28.66	7782.10	RGWCD
9/1/2015	32.72	7778.04	RGWCD
10/5/2015	34.88	7775.88	RGWCD
11/5/2015	36.60	7774.16	RGWCD
12/2/2015	36.78	7773.98	RGWCD
1/5/2016	Well Dry	-	RGWCD
2/1/2016	Well Dry	-	RGWCD
3/3/2016	Well Dry	-	RGWCD
4/4/2016	Well Dry	-	RGWCD
<b>RGWCD35A</b>			
<b>RG35A</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
-	37.67984318 N	106.27752760 W	7811.09
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	47.63	7763.47	RGWCD
2/4/2015	48.49	7762.61	RGWCD
3/5/2015	49.80	7761.30	RGWCD
3/31/2015	50.70	7760.40	RGWCD



5/6/2015	51.86	7759.24	RGWCD
6/2/2015	52.38	7758.72	RGWCD
7/6/2015	42.44	7768.66	RGWCD
8/4/2015	38.94	7772.16	RGWCD
9/1/2015	42.05	7769.05	RGWCD
10/5/2015	41.24	7769.86	RGWCD
11/5/2015	39.68	7771.42	RGWCD
12/2/2015	40.40	7770.70	RGWCD
1/5/2016	41.98	7769.12	RGWCD
2/1/2016	43.11	7767.99	RGWCD
3/3/2016	45.22	7765.88	RGWCD
4/4/2016	46.89	7764.21	RGWCD

**USGS 373924106082501, NA03900806BCB, RGWCD37**

**RG37**

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
37.0	37.65664607 N	106.14877939 W	7683.30

Unconfined Aquifer

<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	34.83	7648.47	RGWCD
2/4/2015	34.53	7648.77	RGWCD
3/5/2015	34.58	7648.72	RGWCD
3/31/2015	34.49	7648.81	RGWCD
5/6/2015	34.90	7648.40	RGWCD
6/2/2015	34.85	7648.45	RGWCD
7/6/2015	35.28	7648.02	RGWCD
8/4/2015	34.64	7648.66	RGWCD
8/31/2015	34.20	7649.10	RGWCD
10/5/2015	32.97	7650.33	RGWCD
11/5/2015	32.30	7651.00	RGWCD
12/2/2015	31.80	7651.50	RGWCD
1/5/2016	31.27	7652.03	RGWCD
2/1/2016	31.10	7652.20	RGWCD
3/3/2016	31.39	7651.91	RGWCD
4/4/2016	31.52	7651.78	RGWCD

<b>USGS 374210106053001, NA04000815CCC, RGWCD37-1</b>			
<b>RG37-1</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
100.0	37.70511497 N	106.09358614 W	7642.92
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	36.15	7606.77	RGWCD
2/3/2015	36.05	7606.87	RGWCD
3/2/2015	36.00	7606.92	RGWCD
3/31/2015	35.99	7606.93	RGWCD
5/4/2015	36.34	7606.58	RGWCD
6/1/2015	31.27	7611.65	RGWCD
7/1/2015	33.40	7609.52	RGWCD
8/3/2015	36.53	7606.39	RGWCD
9/1/2015	36.36	7606.56	RGWCD
10/1/2015	36.14	7606.78	RGWCD
11/2/2015	35.76	7607.16	RGWCD
12/1/2015	35.47	7607.45	RGWCD
1/4/2016	35.30	7607.62	RGWCD
2/2/2016	35.10	7607.82	RGWCD
3/7/2016	34.84	7608.08	RGWCD
4/4/2016	34.79	7608.13	RGWCD
<b>USGS 373944106022001, NA04000931CCC, RGWCD39</b>			
<b>RG39</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
28.0	37.66177691 N	106.03886731 W	7616.65
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>

1/5/2015	26.70	7589.95	RGWCD
2/3/2015	26.40	7590.25	RGWCD
3/2/2015	26.10	7590.55	RGWCD
3/31/2015	25.85	7590.80	RGWCD
5/5/2015	26.17	7590.48	RGWCD
6/1/2015	25.56	7591.09	RGWCD
7/9/2015	24.50	7592.15	RGWCD
8/3/2015	25.90	7590.75	RGWCD
9/1/2015	26.73	7589.92	RGWCD
10/1/2015	26.98	7589.67	RGWCD
11/2/2015	26.23	7590.42	RGWCD
12/1/2015	25.84	7590.81	RGWCD
1/4/2016	25.56	7591.09	RGWCD
2/2/2016	25.23	7591.42	RGWCD
3/3/2016	24.85	7591.80	RGWCD
4/4/2016	24.57	7592.08	RGWCD

**USGS 374220105585801, NA04000916DDD, RGWCD39-1**

**RG39-1**

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
29.2	37.70534055 N	105.98357822 W	7590.86

**Unconfined Aquifer**

<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	28.42	7562.44	RGWCD
2/3/2015	28.06	7562.80	RGWCD
3/2/2015	27.75	7563.11	RGWCD
3/31/2015	27.40	7563.46	RGWCD
5/4/2015	27.47	7563.39	RGWCD
6/1/2015	27.46	7563.40	RGWCD
7/1/2015	28.70	7562.16	RGWCD
8/3/2015	29.94	7560.92	RGWCD
9/1/2015	30.17	7560.69	RGWCD
10/1/2015	29.63	7561.23	RGWCD
11/2/2015	29.08	7561.78	RGWCD
12/1/2015	28.60	7562.26	RGWCD

1/4/2016	28.11	7562.75	RGWCD
2/2/2016	27.65	7563.21	RGWCD
3/3/2016	27.02	7563.84	RGWCD
4/4/2016	26.73	7564.13	RGWCD
<b>USGS 373944105553701, NA03901006BBB, RGWCD40</b>			
<b>RG40</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
28.0	37.66183616 N	105.92740756 W	7575.14
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/6/2015	20.05	7555.09	RGWCD
2/4/2015	19.82	7555.32	RGWCD
3/4/2015	19.71	7555.43	RGWCD
3/31/2015	19.38	7555.76	RGWCD
5/6/2015	19.50	7555.64	RGWCD
6/4/2015	18.13	7557.01	RGWCD
7/7/2015	16.20	7558.94	RGWCD
8/4/2015	17.80	7557.34	RGWCD
9/3/2015	18.66	7556.48	RGWCD
10/5/2015	18.94	7556.20	RGWCD
11/5/2015	18.73	7556.41	RGWCD
12/3/2015	18.62	7556.52	RGWCD
1/5/2016	18.53	7556.61	RGWCD
2/2/2016	18.50	7556.64	RGWCD
3/7/2016	18.21	7556.93	RGWCD
4/4/2016	17.75	7557.39	RGWCD
<b>USGS 373947105490701, NA03901106BBB, RGWCD41</b>			
<b>RG41</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/7/2015	11.70	7530.38	RGWCD
2/5/2015	11.83	7530.25	RGWCD
3/4/2015	11.93	7530.15	RGWCD
3/31/2015	12.00	7530.08	RGWCD
5/7/2015	12.15	7529.93	RGWCD
6/4/2015	10.08	7532.00	RGWCD
7/7/2015	7.99	7534.09	RGWCD
8/5/2015	9.40	7532.68	RGWCD
9/3/2015	10.13	7531.95	RGWCD
10/6/2015	10.65	7531.43	RGWCD
11/9/2015	11.16	7530.92	RGWCD
12/3/2015	11.31	7530.77	RGWCD
1/6/2016	11.65	7530.43	RGWCD
2/2/2016	11.78	7530.30	RGWCD
3/8/2016	11.84	7530.24	RGWCD
4/4/2016	11.90	7530.18	RGWCD
<b>USGS 373433105513201, NA03901034DDD, RGWCD49</b>			
<b>RG49</b>			
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)
1/5/2015	8.08	7540.20	RGWCD
2/3/2015	8.08	7540.20	RGWCD
3/2/2015	8.10	7540.18	RGWCD
3/31/2015	8.08	7540.20	RGWCD
5/4/2015	8.09	7540.19	RGWCD
6/1/2015	7.66	7540.62	RGWCD
7/1/2015	7.37	7540.91	RGWCD
8/3/2015	7.60	7540.68	RGWCD

9/1/2015	7.85	7540.43	RGWCD
10/1/2015	7.98	7540.30	RGWCD
11/2/2015	8.00	7540.28	RGWCD
12/1/2015	8.00	7540.28	RGWCD
1/4/2016	8.10	7540.18	RGWCD
2/1/2016	8.13	7540.15	RGWCD
3/1/2016	8.08	7540.61	RGWCD
4/4/2016	8.09	7540.60	RGWCD
<b>USGS 373429105554001, NA03901031CCC, RGWCD50A</b>			
<b>RG50A</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
25.0	37.57448259 N	105.92832561 W	7569.82
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	17.65	7552.17	RGWCD
2/3/2015	17.51	7552.31	RGWCD
3/2/2015	17.37	7552.45	RGWCD
3/31/2015	17.28	7552.54	RGWCD
5/4/2015	17.16	7552.66	RGWCD
6/1/2015	17.03	7552.79	RGWCD
7/1/2015	16.44	7553.38	RGWCD
8/3/2015	17.11	7552.71	RGWCD
9/1/2015	17.65	7552.17	RGWCD
10/1/2015	18.17	7551.65	RGWCD
11/2/2015	18.54	7551.28	RGWCD
12/1/2015	18.54	7551.28	RGWCD
1/4/2016	18.53	7551.29	RGWCD
2/1/2016	18.35	7551.47	RGWCD
3/1/2016	18.08	7551.74	RGWCD
4/4/2016	17.88	7551.94	RGWCD
<b>USGS 373704105593401, NA03900921BAA1, RGWCD50-1</b>			
<b>RG50-1</b>			

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
32.5	37.61788754 N	105.99401756 W	7594.77
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	20.72	7574.05	RGWCD
2/3/2015	20.43	7574.34	RGWCD
3/2/2015	20.16	7574.61	RGWCD
3/31/2015	19.94	7574.83	RGWCD
5/4/2015	20.20	7574.57	RGWCD
6/1/2015	20.63	7574.14	RGWCD
7/1/2015	23.00	7571.77	RGWCD
8/3/2015	23.40	7571.37	RGWCD
9/1/2015	22.30	7572.47	RGWCD
10/1/2015	21.85	7572.92	RGWCD
11/2/2015	21.37	7573.40	RGWCD
12/1/2015	20.72	7574.05	RGWCD
1/4/2016	20.40	7574.37	RGWCD
2/1/2016	20.03	7574.74	RGWCD
3/3/2016	19.61	7575.16	RGWCD
4/4/2016	19.33	7575.44	RGWCD
<b>USGS 373438106022101, NA03900931CCB, RGWCD51</b>			
<b>RG51</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
27.0	37.57691792 N	106.03893236 W	7602.3
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	5.77	7596.53	RGWCD
2/3/2015	5.81	7596.49	RGWCD
3/2/2015	5.95	7596.35	RGWCD

3/31/2015	5.80	7596.50	RGWCD
5/4/2015	5.85	7596.45	RGWCD
6/1/2015	4.30	7598.00	RGWCD
7/1/2015	4.28	7598.02	RGWCD
8/3/2015	5.60	7596.70	RGWCD
9/1/2015	5.94	7596.36	RGWCD
10/1/2015	6.07	7596.23	RGWCD
11/2/2015	6.02	7596.28	RGWCD
12/1/2015	5.88	7596.42	RGWCD
1/4/2016	5.80	7596.50	RGWCD
2/1/2016	5.30	7597.00	RGWCD
3/1/2016	5.67	7596.63	RGWCD
4/4/2016	6.02	7596.28	RGWCD
<b>USGS 373705106051701, NA03900815CDC, RGWCD51-1</b>			
<b>RG51-1</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
30.0	37.61804315 N	106.08926406 W	7638.71
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/5/2015	11.95	7626.76	RGWCD
2/3/2015	12.15	7626.56	RGWCD
3/2/2015	12.26	7626.45	RGWCD
3/31/2015	12.47	7626.24	RGWCD
5/4/2015	11.84	7626.87	RGWCD
6/1/2015	8.50	7630.21	RGWCD
7/1/2015	6.16	7632.55	RGWCD
8/3/2015	8.13	7630.58	RGWCD
9/1/2015	9.30	7629.41	RGWCD
10/1/2015	9.90	7628.81	RGWCD
11/2/2015	7.90	7630.81	RGWCD
12/1/2015	9.77	7628.94	RGWCD
1/4/2016	10.33	7628.38	RGWCD
2/2/2016	10.53	7628.18	RGWCD
3/7/2016	10.76	7627.95	RGWCD



4/4/2016	11.05	7627.66	RGWCD

<b>USGS 374030106020001, NA04000931BAB, RGWCD ALA 2</b>			
<b>ALA 2</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
415.0	37.67500094 N	106.03391380 W	7614.27
Confined Aquifer			
<b>Date</b>	<b>Artesian Pressure Head Below Ground (ft.)*</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/19/2015	-8.15	7622.20	RGWCD
2/25/2015	No Measurement	-	RGWCD
3/17/2015	-8.77	7622.80	RGWCD
4/21/2015	-9.02	7623.10	RGWCD
5/14/2015	-8.65	7622.70	RGWCD
6/23/2015	-8.26	7622.30	RGWCD
7/13/2015	-7.72	7621.80	RGWCD
8/12/2015	-7.60	7621.70	RGWCD
9/22/2015	-7.61	7621.70	RGWCD
10/20/2015	-8.17	7622.20	RGWCD
11/23/2015	-9.04	7623.10	RGWCD
12/17/2015	-9.66	7623.70	RGWCD
1/20/2016	-10.32	7624.40	RGWCD
2/25/2016	-10.75	7624.80	RGWCD
3/22/2016	-10.86	7624.90	RGWCD
*Preliminary Measurement			
<b>USGS 373457106003801, NA03900932BCC, RGWCD ALA10</b>			
<b>ALA 10</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/29/2015	-17.02	7615.40	RGWCD
2/26/2015	-17.37	7615.80	RGWCD
3/17/2015	-17.81	7616.20	RGWCD
4/16/2015	-17.98	7616.40	RGWCD
5/18/2015	-17.49	7615.90	RGWCD
6/22/2015	-17.66	7616.00	RGWCD
7/13/2015	-17.37	7615.80	RGWCD
8/12/2015	-17.08	7615.50	RGWCD
9/21/2015	-15.92	7614.30	RGWCD
10/21/2015	-16.09	7614.50	RGWCD
11/17/2015	-16.35	7614.70	RGWCD
12/15/2015	-17.80	7616.20	RGWCD
1/21/2016	-18.19	7616.60	RGWCD
2/18/2016	-19.38	7617.80	RGWCD
3/28/2016	-19.06	7617.40	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)
1/13/2015	-10.34	7565.70	RGWCD
2/26/2015	-11.76	7567.10	RGWCD
3/17/2015	-12.15	7567.50	RGWCD
4/20/2015	-11.82	7567.20	RGWCD
5/14/2015	-7.54	7562.90	RGWCD
6/17/2015	-4.8	7560.10	RGWCD
7/14/2015	No	-	RGWCD

	Measurement		
8/18/2015	13.34	7542.00	RGWCD
9/16/2015	11.17	7544.20	RGWCD
10/20/2015	-2.12	7557.50	RGWCD
11/23/2015	-8.32	7563.70	RGWCD
12/1/2015	No Measurement	-	RGWCD
1/20/2016	-11.43	7566.80	RGWCD
2/1/2016	No Measurement	-	RGWCD
3/22/2016	-13.12	7568.50	
*Preliminary Measurement			
USGS 373633106040901, NA03900823CAB, RGWCD RIO 3			
RIO 3			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
199.0	37.60916667 N	106.06916670 W	7629.37
Confined Aquifer			
<b>Date</b>	<b>Artesian Pressure Head Below Ground (ft.)*</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/19/2015	4.90	7626.90	RGWCD
2/26/2015	4.57	7627.20	RGWCD
3/17/2015	4.48	7627.30	RGWCD
4/29/2015	4.49	7627.30	RGWCD
5/20/2015	4.43	7627.40	RGWCD
6/23/2015	4.39	7627.40	RGWCD
7/14/2015	4.6	7627.20	RGWCD
8/13/2015	5.03	7626.80	RGWCD
9/21/2015	4.70	7627.10	RGWCD
10/15/2015	4.50	7627.30	RGWCD
11/19/2015	4.03	7627.80	RGWCD
12/17/2015	No Measurement	-	RGWCD
1/14/2016	3.35	7628.40	RGWCD
2/29/2016	3.16	7628.60	RGWCD
3/17/2016	No	-	RGWCD

	Measurement		
*Preliminary Measurement			
USGS 373620106054001, NA03900821DDA, RGWCD RIO 4			
RIO 4			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
986.0	37.60555786 N	106.09502700 W	7636.44
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
1/19/2015	0.1	7637.20	RGWCD
2/26/2015	No Measurement	-	RGWCD
3/17/2015	-0.18	7637.50	RGWCD
4/26/2015	0.08	7637.20	RGWCD
5/20/2015	0.46	7636.80	RGWCD
6/23/2015	-0.15	7637.40	RGWCD
7/14/2015	-0.07	7637.40	RGWCD
8/13/2015	No Measurement	-	RGWCD
9/21/2015	0.4	7636.90	RGWCD
10/15/2015	-0.19	7637.50	RGWCD
11/19/2015	No Measurement	-	RGWCD
12/29/2015	No Measurement	-	RGWCD
1/14/2016	No Measurement	-	RGWCD
2/29/2016	No Measurement	-	RGWCD
3/30/2016	No Measurement	-	RGWCD
*Preliminary Measurement			
USGS 375035106105501, NA04200735BCC, RGWCD SAG 1			
SAG1			

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
825.0	37.84305656 N	106.18252770 W	7651.62
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/26/2015	30.72	7620.20	RGWCD
2/25/2015	30.02	7620.90	RGWCD
3/30/2015	29.69	7621.20	RGWCD
4/13/2015	29.93	7620.90	RGWCD
5/26/2015	No Measurement	-	RGWCD
6/24/2015	33.1	7617.80	RGWCD
7/15/2015	32.05	7618.80	RGWCD
8/19/2015	34.81	7616.10	RGWCD
9/30/2015	No Measurement	-	RGWCD
10/26/2015	30.76	7620.10	RGWCD
11/24/2015	29.13	7621.70	RGWCD
12/17/2015	28.40	7622.50	RGWCD
1/18/2016	27.74	7623.10	RGWCD
2/29/2016	26.88	7624.00	RGWCD
3/17/2016	26.63	7624.20	RGWCD
*Preliminary Measurement			
<b>USGS 375310106021501, NA04200907CCC, RGWCD SAG 2</b>			
<b>SAG 2</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
1987.0	37.73608331 N	105.78032456 W	7567.15
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/29/2015	-36.89	7603.2	RGWCD

2/1/2015	No Measurement	-	RGWCD
3/26/2015	-39.14	7605.50	RGWCD
4/23/2015	-33.20	7599.60	RGWCD
5/21/2015	-30.89	7597.20	RGWCD
6/29/2015	-29.08	7595.40	RGWCD
7/16/2015	-27.91	7594.30	RGWCD
8/27/2015	-29.04	7595.40	RGWCD
9/29/2015	-28.77	7595.10	RGWCD
10/28/2015	-28.73	7595.10	RGWCD
11/1/2015	No Measurement	-	RGWCD
12/30/2015	-38.05	7604.40	RGWCD
1/19/2016	-39.04	7605.40	RGWCD
2/29/2016	-41.43	7607.80	RGWCD
3/29/2016	-41.52	7607.90	RGWCD
*Preliminary Measurement			
USGS 375155106021501, NA04200919CCC1, RGWCD SAG 4			
SAG 4			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
2301.0	37.86527760 N	106.03807770 W	7572.18
Confined Aquifer			
<b>Date</b>	<b>Artesian Pressure Head Below Ground (ft.)*</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/29/2015	-37.82	7612.10	RGWCD
2/1/2015			RGWCD
3/26/2015	-39.33	7613.70	RGWCD
4/23/2015	-34.48	7608.80	RGWCD
5/19/2015	-31.82	7606.10	RGWCD
6/25/2015	-29.59	7603.90	RGWCD
7/16/2015	-29.34	7603.70	RGWCD
8/26/2015	-30.03	7604.40	RGWCD
9/29/2015	-31.82	7606.10	RGWCD
10/28/2015	-33.19	7607.50	RGWCD
11/1/2015	No	-	RGWCD

	Measurement		
12/1/2015	No Measurement	-	RGWCD
1/19/2016	-41.03	7615.40	RGWCD
2/1/2016	No Measurement	-	RGWCD
3/28/2016	-43.1	7617.40	RGWCD
*Preliminary Measurement			
USGS 375154106102501, NA04200723CDD, RGWCD SAG 6			
SAG 6			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
120.0	37.86500084 N	106.17419380 W	7634.59
Confined Aquifer			
<b>Date</b>	<b>Artesian Pressure Head Below Ground (ft.)*</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/29/2015	17.77	7617.50	RGWCD
2/25/2015	17.46	7617.90	RGWCD
3/30/2015	17.30	7618.00	RGWCD
4/13/2015	17.27	7618.00	RGWCD
5/26/2015	18.30	7617.00	RGWCD
6/24/2015	18.15	7617.20	RGWCD
7/15/2015	18.73	7616.60	RGWCD
8/19/2015	20.9	7614.40	RGWCD
9/30/2015	20.15	7615.20	RGWCD
10/26/2015	17.18	7618.10	RGWCD
11/24/2015	15.69	7619.60	RGWCD
12/17/2015	No Measurement	-	RGWCD
1/18/2016	No Measurement	-	RGWCD
2/29/2016	No Measurement	-	RGWCD
3/17/2016	14.05	7621.30	RGWCD
*Preliminary Measurement			
USGS 375255106084401, NA04200818CCB, RGWCD SAG 9			

<b>SAG 9</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
900.0	37.88194500 N	106.14613690 W	7609.52
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/26/2015	No Measurement	-	RGWCD
2/25/2015	No Measurement	-	RGWCD
3/30/2015	-4.25	7615.20	RGWCD
4/29/2015	-2.00	7612.90	RGWCD
5/27/2015	-1.33	7612.20	RGWCD
6/24/2015	No Measurement	-	RGWCD
7/15/2015	0.4	7610.50	RGWCD
8/19/2015	1.83	7609.10	RGWCD
9/30/2015	-0.33	7611.20	RGWCD
10/26/2015	No Measurement	-	RGWCD
11/24/2015	No Measurement	-	RGWCD
12/17/2015	No Measurement	-	RGWCD
1/18/2016	No Measurement	-	RGWCD
2/29/2016	No Measurement	-	RGWCD
3/30/2016	-8.71	7619.60	RGWCD
*Preliminary Measurement			
<b>USGS 375310106050001, NA04200815ACC, RGWCD SAG 10</b>			
<b>SAG 10</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/28/2015	-27.9	7612.40	RGWCD
2/1/2015			RGWCD
3/25/2015	-28.93	7613.40	RGWCD
4/28/2015	-26.62	7611.10	RGWCD
5/21/2015	-25.47	7610.00	RGWCD
6/24/2015	-22.68	7607.20	RGWCD
7/15/2015	-23.02	7607.50	RGWCD
8/24/2015	-22.02	7606.50	RGWCD
9/23/2014	-24.21	7608.70	RGWCD
10/22/2015	-24.92	7609.40	RGWCD
11/1/2015	No Measurement	-	RGWCD
12/31/2015	-29.28	7613.80	RGWCD
1/1/2016	No Measurement	-	RGWCD
2/25/2016	-31.17	7615.70	RGWCD
3/30/2016	-31.62	7616.10	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)
1/27/2015	-27.69	7608.90	RGWCD
2/11/2015	-27.91	7609.10	RGWCD
3/25/2015	-29.20	7610.40	RGWCD
4/22/2015	-25.46	7606.70	RGWCD
5/18/2015	-23.87	7605.10	RGWCD

6/17/2015	-23.84	7605.10	RGWCD
7/13/2015	-21.92	7603.10	RGWCD
8/13/2015	-22.22	7603.40	RGWCD
9/22/2015	-22.76	7604.00	RGWCD
10/22/2015	-24.01	7605.20	RGWCD
11/23/2015	-27.67	7608.90	RGWCD
12/1/2015	No Measurement	-	RGWCD
1/20/2016	No Measurement	-	RGWCD
2/25/2016	-31.41	7612.60	RGWCD
3/22/2016	-32.06	7613.30	RGWCD
*Preliminary Measurement			
USGS 374915106013001, NA04100906DCD, RGWCD SAG 17			
SAG 17			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
700.0	37.82111088 N	106.02557830 W	7583.18
Confined Aquifer			
<b>Date</b>	<b>Artesian Pressure Head Below Ground (ft.)*</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/29/2015	-20.46	7603.6	RGWCD
2/11/2015	-21.74	7604.90	RGWCD
3/26/2015	-22.16	7605.30	RGWCD
4/22/2015	-21.03	7604.20	RGWCD
5/19/2015	-20.83	7604.00	RGWCD
6/25/2015	-20.48	7603.60	RGWCD
7/1/2015	No Measurement	-	RGWCD
8/24/2015	-19.24	7602.40	RGWCD
9/28/2015	-18.99	7602.10	RGWCD
10/27/2015	-19.51	7602.60	RGWCD
11/1/2015	No Measurement	-	RGWCD
12/1/2015	No Measurement	-	RGWCD
1/20/2016	No	-	RGWCD

	Measurement		
2/1/2016	No Measurement	-	RGWCD
3/28/2016	-24.11	7607.20	RGWCD
*Preliminary Measurement			

<b>USGS 373450105592901, NA03900933ABA</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
86.0	37.58871896 N	105.98975942 W	7593.61
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
	Date		
	1/21/2015	11.38	7582.23
	1/26/2016	11.49	7582.12
			USGS
			USGS
<b>USGS 373820105541501, NA03901008ABB</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
104.0	37.64725136 N	105.90088300 W	7567.84
Confined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
	Date		
	1/21/2015	14.80	7553.04
	1/26/2016	12.81	7555.03
			USGS
			USGS
<b>USGS 373855105490901, NA03901001DDD1</b>			
<b>EW-32U</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/15/2015	8.10	7534.05	USBR
2/15/2015	8.15	7534.00	USBR
3/15/2015	8.20	7533.95	USBR
4/15/2015	8.25	7533.90	USBR
5/15/2015	8.34	7533.81	USBR
6/15/2015	8.21	7533.94	USBR
7/9/2015	7.77	7534.38	USBR
7/20/2015	7.82	7534.33	USBR
8/15/2015	7.87	7534.28	USBR
9/15/2015	8.02	7534.13	USBR
10/15/2015	8.06	7534.09	USBR
11/13/2015	8.07	7534.08	USBR
11/15/2015	8.04	7534.11	USBR
12/15/2015	8.04	7534.11	USBR
1/15/2016	8.07	7534.08	USBR
2/15/2016	8.12	7534.03	USBR
3/15/2016	8.11	7534.04	USBR
<b>USGS 373855105490902, NA03901001DDD2</b>			
<b>EW-32C</b>			
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)
1/15/2015	9.82	7532.33	USBR
2/15/2015	9.63	7532.52	USBR
3/15/2015	9.51	7532.64	USBR
4/15/2015	9.20	7532.95	USBR
5/15/2015	10.43	7531.72	USBR
6/15/2015	10.94	7531.21	USBR
7/9/2015	10.66	7531.49	USBR

7/20/2015	11.09	7531.06	USBR
8/15/2015	10.54	7531.61	USBR
9/15/2015	10.42	7531.73	USBR
10/15/2015	10.50	7531.65	USBR
11/13/2015	10.18	7531.97	USBR
11/15/2015	10.11	7532.04	USBR
12/15/2015	9.66	7532.49	USBR
1/15/2016	9.39	7532.76	USBR
2/15/2016	9.25	7532.90	USBR
3/15/2016	9.05	7533.10	USBR
<b>USGS 373950105534001, NA04001033BCB</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
135.0	37.67158430 N	105.89138270 W	7562.85
Confined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/21/2015	14.16	7548.69	USGS
1/26/2016	13.60	7549.25	USGS
<b>USGS 374002106021401, NA04000931BBC</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
86.0	37.67227880 N	106.03871950 W	7616.29
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/21/2015	26.87	7589.42	USGS
1/26/2016	25.63	7590.66	USGS
<b>USGS 374224105493901, NA04001024BAA1</b>			
<b>EW-33U</b>			

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
45.0	37.70649518 N	105.82779667 W	7545.29
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/15/2015	23.18	7522.11	USBR
2/15/2015	23.00	7522.29	USBR
3/15/2015	22.79	7522.50	USBR
4/15/2015	22.71	7522.58	USBR
5/15/2015	22.77	7522.52	USBR
6/15/2015	22.83	7522.46	USBR
7/3/2015	23.12	7522.17	USBR
7/15/2015	23.32	7521.97	USBR
8/15/2015	23.46	7521.83	USBR
9/15/2015	23.38	7521.91	USBR
10/15/2015	23.30	7521.99	USBR
11/13/2015	23.12	7522.17	USBR
11/15/2015	23.05	7522.24	USBR
12/15/2015	22.92	7522.37	USBR
1/15/2016	22.72	7522.57	USBR
2/15/2016	22.58	7522.71	USBR
3/15/2016	22.45	7522.84	USBR
<b>USGS 374224105493902, NA04001024BAA2</b>			
<b>EW-33C</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
152.0	37.70649518 N	105.82779667 W	7545.29
Confined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/15/2015	21.46	7523.83	USBR
2/15/2015	21.22	7524.07	USBR

3/15/2015	21.10	7524.19	USBR
4/15/2015	22.83	7522.46	USBR
5/15/2015	24.15	7521.14	USBR
6/15/2015	23.58	7521.71	USBR
7/3/2015	34.01	7511.28	USBR
7/15/2015	31.97	7513.32	USBR
8/15/2015	26.48	7518.81	USBR
9/15/2015	24.77	7520.52	USBR
10/15/2015	24.22	7521.07	USBR
11/13/2015	21.83	7523.46	USBR
11/15/2015	21.73	7523.56	USBR
12/15/2015	21.29	7524.00	USBR
1/15/2016	21.06	7524.23	USBR
2/15/2016	20.90	7524.39	USBR
3/15/2016	20.74	7524.55	USBR
USGS 374407105511601, NA04001010AAA1			
EW-35U			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
45.0	37.73525282 N	105.85502763 W	7548.76
Unconfined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/15/2015	19.95	7528.81	USBR
2/15/2015	19.77	7528.99	USBR
3/15/2015	19.64	7529.12	USBR
4/15/2015	19.54	7529.22	USBR
5/15/2015	19.77	7528.99	USBR
6/15/2015	18.62	7530.14	USBR
6/26/2015	17.84	7530.92	USBR
7/15/2015	18.98	7529.78	USBR
8/8/2015	19.53	7529.23	USBR
8/15/2015	19.63	7529.13	USBR
9/17/2015	19.64	7529.12	USBR
10/1/2015	19.52	7529.24	USBR
11/13/2015	19.23	7529.53	USBR

11/13/2015	19.13	7529.63	USBR
12/15/2015	18.92	7529.84	USBR
1/15/2016	18.74	7530.02	USBR
2/15/2016	18.66	7530.10	USBR
3/15/2016	18.57	7530.19	USBR
<b>USGS 374407105511602, NA04001010AAA2</b>			
<b>EW-35C</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
130.0	37.73525282 N	105.85502763 W	7548.76
Confined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/15/2015	19.6	7529.16	USBR
2/15/2015	19.47	7529.29	USBR
3/15/2015	19.46	7529.30	USBR
4/15/2015	21.41	7527.35	USBR
5/15/2015	20.03	7528.73	USBR
6/15/2015	20.03	7528.73	USBR
6/26/2015	25.21	7523.55	USBR
7/15/2015	27.17	7521.59	USBR
8/8/2015	27.31	7521.45	USBR
8/15/2015	24.5	7524.26	USBR
9/17/2015	20.39	7528.37	USBR
10/1/2015	20.11	7528.65	USBR
11/13/2015	19	7529.76	USBR
12/15/2015	18.63	7530.13	USBR
1/15/2016	18.56	7530.20	USBR
2/15/2016	18.59	7530.17	USBR
3/15/2016	18.54	7530.22	USBR
<b>USGS 373640106032002, NA03900824BBB2</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/22/2015	17.36	7605.98	USGS
1/27/2016	15.06	7608.28	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)
1/22/2015	28.61	7632.16	USGS
1/27/2016	25.72	7635.05	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)
1/22/2015	No Measurement	-	USGS
2/17/2015	32.79	7661.59	USGS
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			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/22/2015	43.22	7683.18	USGS
1/27/2016	37.69	7688.71	USGS
USGS 373924106084801, NA03900806BBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
14.0	37.66108539 N	106.14822280 W	7684.6
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/22/2015	12.68	7671.92	USGS
1/27/2016	12.68	7671.92	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			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/22/2015	36.52	7614.98	USGS
1/27/2016	34.65	7616.85	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)
1/22/2015	29.68	7586.66	USGS
1/27/2016	27.64	7588.7	USGS
<b>USGS 374350106025001, NA04000801DCC</b>			
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)
1/22/2015	28.80	7587.55	USGS
1/27/2016	27.45	7588.9	USGS
<b>USGS 374415106063002, NA04000804BCC2</b>			
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)
1/22/2015	44.88	7600.65	USGS
1/27/2016	40.65	7604.88	USGS
<b>USGS 374549105540201, NA04101032ABB1</b>			
<b>EW-40U</b>			
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)
1/15/2015	28.15	7527.10	USBR
2/15/2015	27.92	7527.33	USBR
3/15/2015	27.77	7527.48	USBR
4/15/2015	27.59	7527.66	USBR
5/15/2015	27.52	7527.73	USBR
6/15/2015	27.77	7527.48	USBR
7/15/2015	28.21	7527.04	USBR
7/28/2015	28.48	7526.77	USBR
8/15/2015	28.82	7526.43	USBR
9/15/2015	28.94	7526.31	USBR
10/15/2015	28.74	7526.51	USBR
11/13/2015	28.44	7526.81	USBR
11/15/2015	28.40	7526.85	USBR
12/15/2015	28.08	7527.17	USBR
1/15/2016	27.79	7527.46	USBR
2/15/2016	27.55	7527.70	USBR
3/15/2016	27.32	7527.93	USBR
<b>USGS 374549105540202, NA04101032ABB2</b>			
<b>EW-40C</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/15/2015	27.54	7527.71	USBR
2/15/2015	27.29	7527.96	USBR
3/15/2015	27.15	7528.10	USBR
4/15/2015	27.11	7528.14	USBR
5/15/2015	28.25	7527.00	USBR
6/15/2015	29.21	7526.04	USBR
7/15/2015	31.56	7523.69	USBR
7/28/2015	32.98	7522.27	USBR

8/15/2015	31.30	7523.95	USBR
9/15/2015	28.28	7526.97	USBR
10/15/2015	27.99	7527.26	USBR
11/13/2015	27.53	7527.72	USBR
11/15/2015	27.42	7527.83	USBR
12/15/2015	27.10	7528.15	USBR
1/15/2016	26.82	7528.43	USBR
2/15/2016	26.68	7528.57	USBR
3/15/2016	26.52	7528.73	USBR

**USGS 374630106010501, NA04100920CCC**

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
112.0	37.77838865 N	106.02046800 W	7591.21

Confined Aquifer

<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/22/2015	27.77	7563.44	USGS
1/27/2016	27.62	7563.59	USGS

**USGS 374725106053003, NA04100815CCC3**

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
95.0	37.79202820 N	106.09330340 W	7622.46

Unconfined Aquifer

<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/22/2015	34.40	7588.06	USGS
1/27/2016	32.62	7589.84	USGS

**USGS 374734105543501, NA04101018DDD1**

EW-41U

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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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)
1/15/2015	32.15	7522.80	USBR
2/15/2015	31.89	7523.06	USBR
3/15/2015	31.72	7523.23	USBR
4/15/2015	31.50	7523.45	USBR
5/15/2015	31.43	7523.52	USBR
5/27/2015	31.47	7523.48	USBR
6/15/2015	31.94	7523.01	USBR
7/15/2015	32.84	7522.11	USBR
7/29/2015	33.26	7521.69	USBR
8/15/2015	33.6	7521.35	USBR
8/19/2015	33.68	7521.27	USBR
9/15/2015	33.85	7521.10	USBR
10/15/2015	33.44	7521.51	USBR
11/15/2015	32.97	7521.98	USBR
12/15/2015	32.6	7522.35	USBR
1/15/2016	32.28	7522.67	USBR
2/15/2016	32.02	7522.93	USBR
3/15/2016	31.8	7523.15	USBR
<b>USGS 374734105543502, NA04101018DDD2</b>			
<b>EW-41C</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
	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)
1/15/2015	31.74	7523.21	USBR
2/15/2015	31.46	7523.49	USBR
3/15/2015	31.31	7523.64	USBR
4/15/2015	31.27	7523.68	USBR

5/15/2015	31.31	7523.64	USBR
5/27/2015	31.76	7523.19	USBR
6/15/2015	32.13	7522.82	USBR
7/15/2015	33.92	7521.03	USBR
7/29/2015	35.91	7519.04	USBR
8/15/2015	35.13	7519.82	USBR
8/19/2015	35.27	7519.68	USBR
9/15/2015	33.05	7521.90	USBR
10/15/2015	32.59	7522.36	USBR
11/15/2015	32.23	7522.72	USBR
12/15/2015	31.94	7523.01	USBR
1/15/2016	31.69	7523.26	USBR
2/15/2016	31.49	7523.46	USBR
3/15/2016	31.29	7523.66	USBR

**USGS 374918105561401, NA04100901DCD1**

**EW-48U**

<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
45.0	37.82160275 N	105.93785390 W	7559.88

Unconfined Aquifer

<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/15/2015	39.60	7520.28	USBR
2/15/2015	39.45	7520.43	USBR
3/15/2015	39.35	7520.53	USBR
4/15/2015	39.18	7520.70	USBR
5/15/2015	39.06	7520.82	USBR
5/27/2015	39.01	7520.87	USBR
6/15/2015	39.15	7520.73	USBR
7/15/2015	39.62	7520.26	USBR
8/19/2015	40.09	7519.79	USBR
9/15/2015	40.34	7519.54	USBR
10/15/2015	40.51	7519.37	USBR
11/15/2015	40.42	7519.46	USBR
12/15/2015	40.26	7519.62	USBR
1/15/2016	40.07	7519.81	USBR

2/15/2016	39.89	7519.99	USBR
3/15/2016	39.70	7520.18	USBR
<b>USGS 374918105561402, NA04100901DCD2</b>			
<b>EW-48C</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
120.0	37.82160275 N	105.93785390 W	7559.88
Confined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/15/2015	39.39	7520.49	USBR
2/15/2015	39.16	7520.72	USBR
3/15/2015	39.09	7520.79	USBR
4/15/2015	39.00	7520.88	USBR
5/15/2015	38.81	7521.07	USBR
5/27/2015	38.95	7520.93	USBR
6/15/2015	39.23	7520.65	USBR
7/15/2015	40.29	7519.59	USBR
8/19/2015	40.60	7519.28	USBR
9/15/2015	40.69	7519.19	USBR
10/15/2015	40.53	7519.35	USBR
11/15/2015	40.25	7519.63	USBR
12/15/2015	40.01	7519.87	USBR
1/15/2016	39.75	7520.13	USBR
2/15/2016	39.55	7520.33	USBR
3/15/2016	39.37	7520.51	USBR
<b>USGS 375011105575401, NA04200934DDD1</b>			
<b>EW-49U</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
45.0	37.83609425 N	105.96537466 W	7560.23
Unconfined Aquifer			



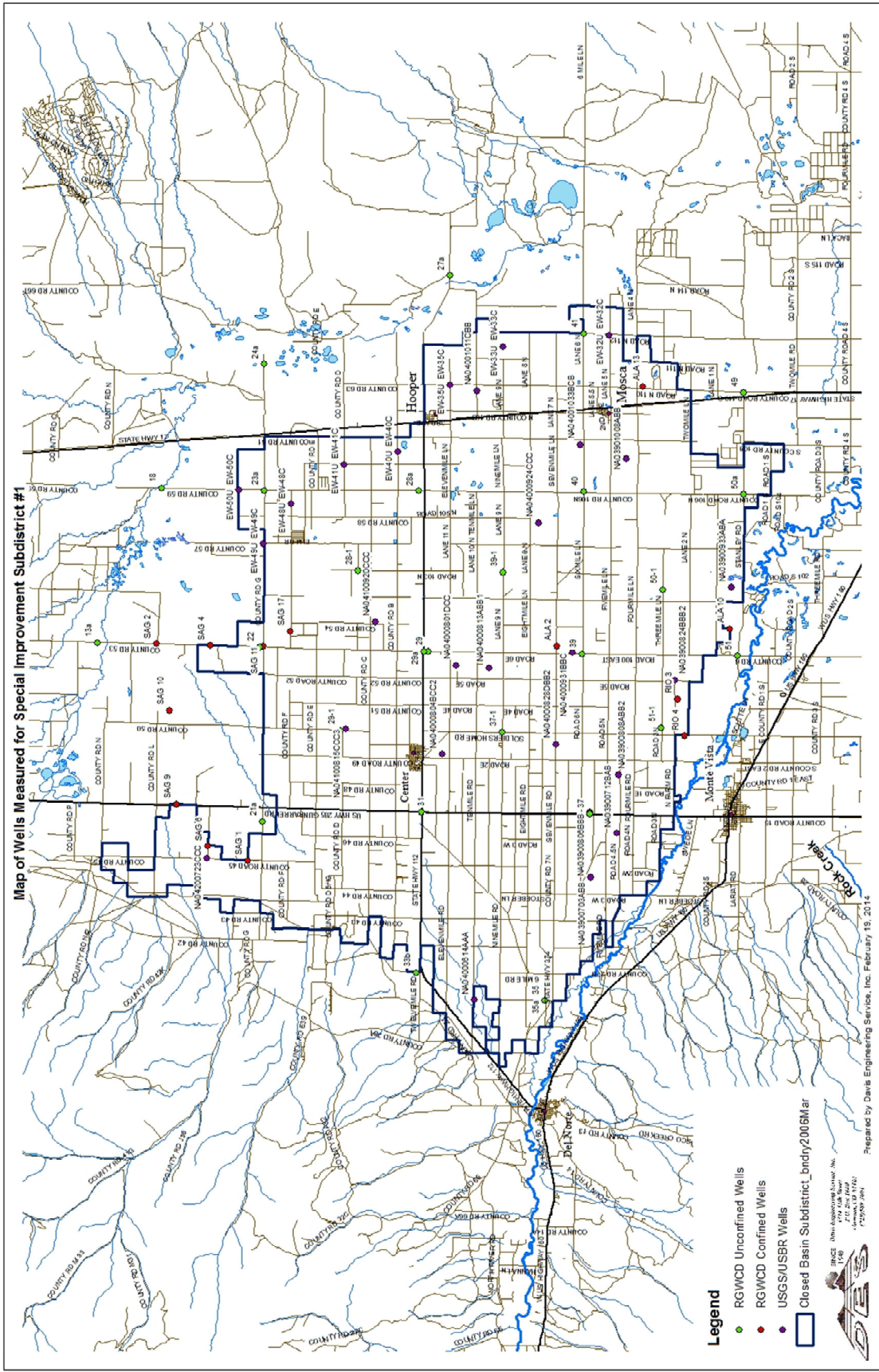
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2015	27.47	7532.76	USBR
2/15/2015	27.17	7533.06	USBR
3/15/2015	26.93	7533.30	USBR
4/15/2015	26.76	7533.47	USBR
5/15/2015	27.04	7533.19	USBR
5/27/2015	27.19	7533.04	USBR
6/15/2015	27.43	7532.80	USBR
7/15/2015	27.77	7532.46	USBR
8/15/2015	28.22	7532.01	USBR
8/19/2015	28.34	7531.89	USBR
9/1/2015	28.64	7531.59	USBR
9/15/2015	28.78	7531.45	USBR
10/15/2015	28.45	7531.78	USBR
11/15/2015	27.98	7532.25	USBR
12/15/2015	27.55	7532.68	USBR
1/15/2016	27.20	7533.03	USBR
2/15/2016	26.88	7533.35	USBR
3/15/2016	26.60	7533.63	USBR
<b>USGS 375011105575402, NA04200934DDD2</b>			
<b>EW-49C</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/15/2015	27.35	7532.88	USBR
2/15/2015	27.04	7533.19	USBR
3/15/2015	26.81	7533.42	USBR
4/15/2015	26.68	7533.55	USBR
5/15/2015	27.25	7532.98	USBR
5/27/2015	27.45	7532.78	USBR
6/15/2015	27.41	7532.82	USBR

7/15/2015	28.38	7531.85	USBR
8/15/2015	28.85	7531.38	USBR
8/19/2015	29.14	7531.09	USBR
9/1/2015	29.24	7530.99	USBR
9/15/2015	28.9	7531.33	USBR
10/15/2015	28.46	7531.77	USBR
11/15/2015	27.83	7532.40	USBR
12/15/2015	27.44	7532.79	USBR
1/15/2016	27.1	7533.13	USBR
2/15/2016	26.78	7533.45	USBR
3/15/2016	26.52	7533.71	USBR
<b>USGS 375100105554201, NA04200936AAA1</b>			
<b>EW-50U</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/15/2015	32.14	7518.79	USBR
2/15/2015	31.92	7519.01	USBR
3/15/2015	31.77	7519.16	USBR
4/15/2015	31.57	7519.36	USBR
5/15/2015	31.51	7519.42	USBR
5/27/2015	33.34	7517.59	USBR
6/15/2015	31.72	7519.21	USBR
7/1/2015	32.02	7518.91	USBR
7/15/2015	32.28	7518.65	USBR
8/15/2015	32.76	7518.17	USBR
8/19/2015	32.79	7518.14	USBR
9/15/2015	32.84	7518.09	USBR
10/15/2015	32.66	7518.27	USBR
11/15/2015	32.46	7518.47	USBR
12/15/2015	32.23	7518.7	USBR
1/15/2016	32	7518.93	USBR
2/15/2016	31.78	7519.15	USBR

3/15/2016	31.57	7519.36	USBR
<b>USGS 375100105554202, NA04200936AAA2</b>			
<b>EW-50C</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
123.0	37.85032119 N	105.92892777 W	7550.93
Confined Aquifer			
<b>Date</b>	<b>Depth to Water Below Ground (ft.)</b>	<b>Water Level Elevation (ft. NAVD88)</b>	<b>Data Source(s)</b>
1/15/2015	30.08	7520.85	USBR
2/15/2015	29.74	7521.19	USBR
3/15/2015	29.53	7521.4	USBR
4/15/2015	31.00	7519.93	USBR
5/15/2015	30.18	7520.75	USBR
5/27/2015	31.51	7519.42	USBR
6/15/2015	35.08	7515.85	USBR
7/1/2015	39.81	7511.12	USBR
7/15/2015	37.38	7513.55	USBR
8/15/2015	35.11	7515.82	USBR
8/19/2015	33.56	7517.37	USBR
9/15/2015	31.98	7518.95	USBR
10/15/2015	30.99	7519.94	USBR
11/15/2015	30.59	7520.34	USBR
12/15/2015	30.20	7520.73	USBR
1/15/2016	29.89	7521.04	USBR
2/15/2016	29.62	7521.31	USBR
3/15/2016	29.35	7521.58	USBR
<b>USGS 375155106105501, NA04200723CCC</b>			
<b>Well Depth (ft.)</b>	<b>Latitude (NAD83)</b>	<b>Longitude (NAD83)</b>	<b>Ground Elevation (ft. NAVD88)</b>
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)
1/22/2015	27.71	7617.90	USGS
1/27/2016	29.40	7616.21	USGS

Map of Wells Measured for Special Improvement Subdistrict #1



- Legend**
- RGWCD Unconfined Wells
  - RGWCD Confined Wells
  - USGS/USBR Wells
  - Closed Basin Subdistrict\_bndry2006Mar

INCE (IN) Associates, Inc.  
 1106  
 212 2nd Street  
 P.O. Box 100  
 72706-0100

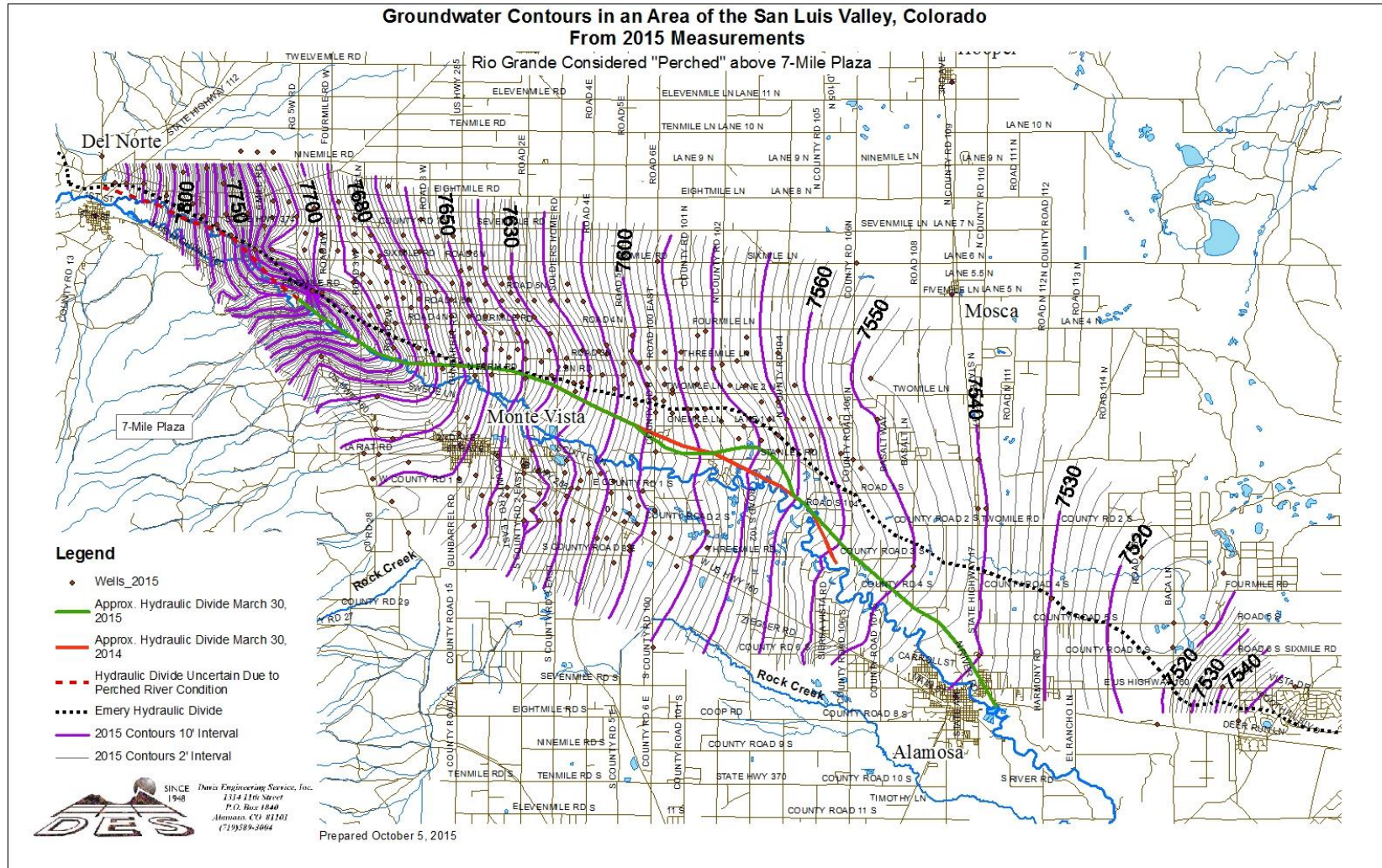
Prepared by Davis Engineering Service, Inc. February 19, 2014





# APPENDIX K

## MAPS OF HYDRAULIC DIVIDE SHOWING GROUNDWATER CONTOURS AND FLOW VECTORS PREPARED FROM SPRING 2015 WELL MEASUREMENTS

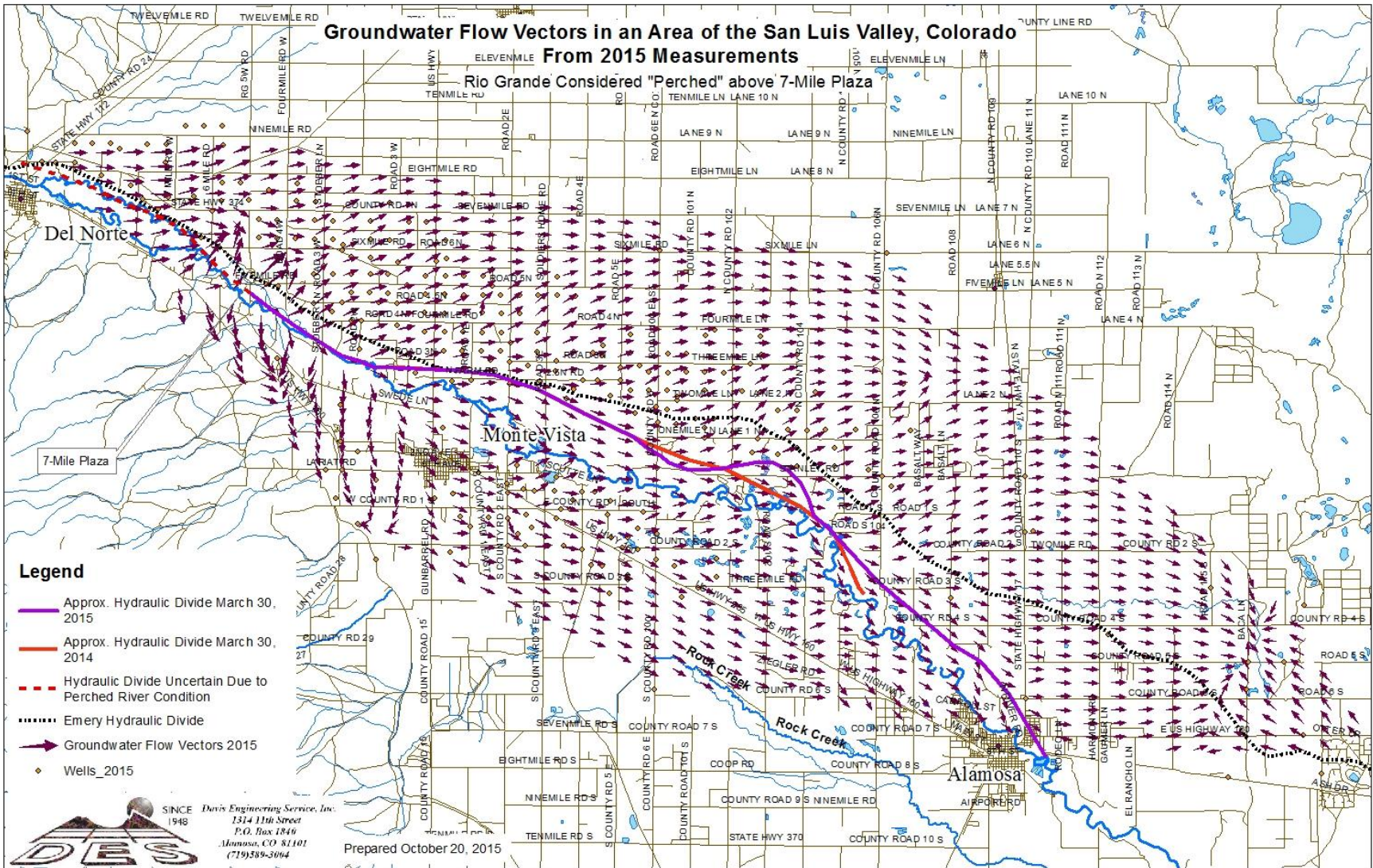




# Groundwater Flow Vectors in an Area of the San Luis Valley, Colorado

From 2015 Measurements

Rio Grande Considered "Perched" above 7-Mile Plaza



## Legend

- Approx. Hydraulic Divide March 30, 2015
- Approx. Hydraulic Divide March 30, 2014
- - - Hydraulic Divide Uncertain Due to Perched River Condition
- ⋯⋯⋯ Emergency Hydraulic Divide
- ➔ Groundwater Flow Vectors 2015
- ◆ Wells\_2015


 SINCE 1948  
 Davis Engineering Service, Inc.  
 1314 11th Street  
 P.O. Box 1849  
 Alamosa, CO 81101  
 (719)389-3064

Prepared October 20, 2015

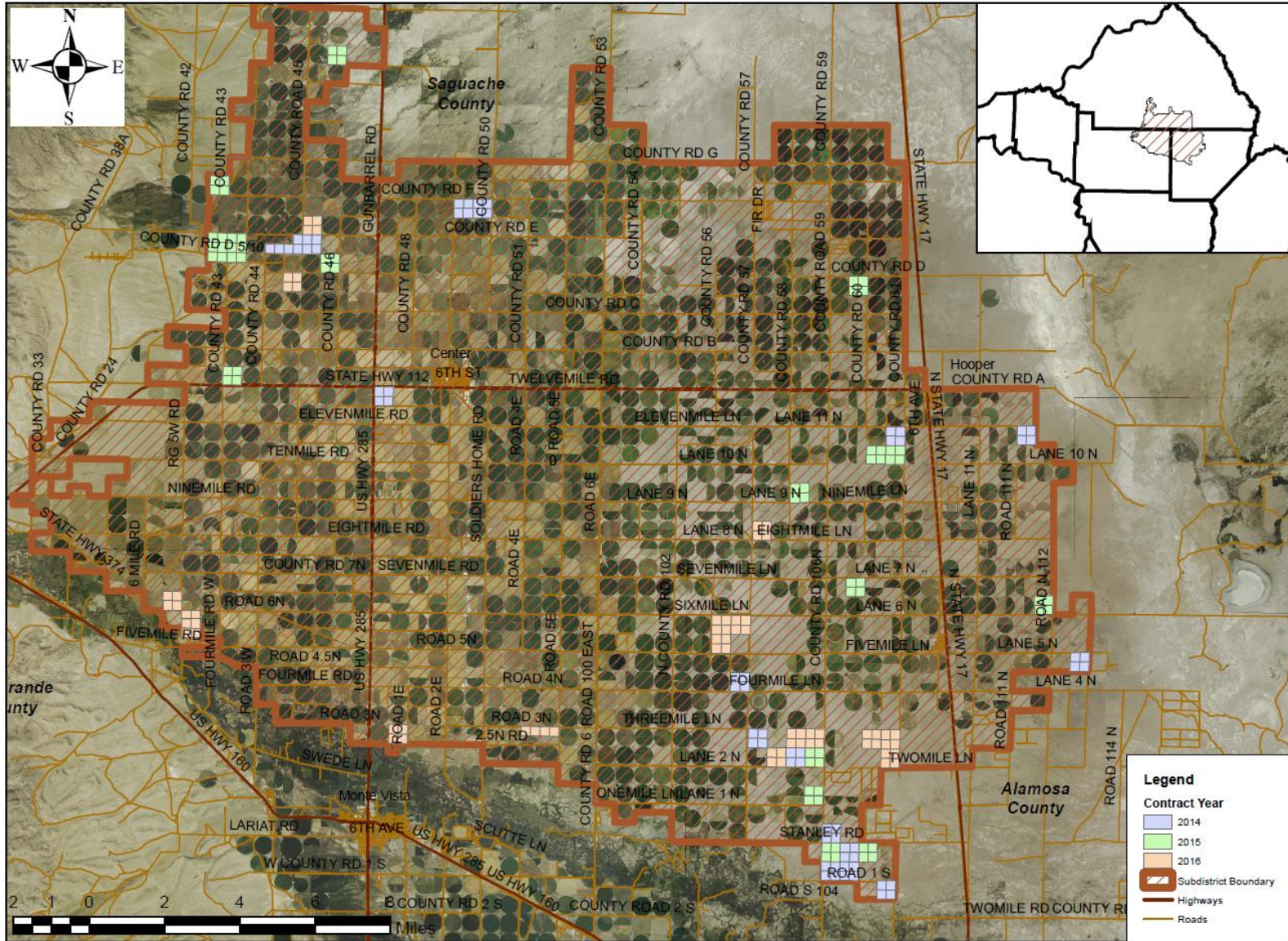
## APPENDIX L

The List of 2015 CREP Parcels in Subdistrict No. 1 by Legal Location & Map

Legal Location	Size (Acres)	Contract Type	Legal Location	Size (Acres)	Contract Type	Legal Location	Size (Acres)	Contract Type
NE 6-38-10	119.5	Permanent	NW 23-39-9	120	Temporary	NE 1/4 22-41-7	120	Temporary
NE 8-38-10	118.1	Permanent	NW 12-40-10	121.5	Temporary	SW 1/4 11-41-7	124	Temporary
SE 6-38-10	119.2	Permanent	NW 6-40-8	130	Temporary	NW 1/4 20-39-10	110	Permanent
SW 6-38-10	121.1	Permanent	SE 10-39-9	120.4	Temporary	NE 1/4 20-39-10	110	Permanent
NE 8-40-10	124.9	Permanent	NW 9-41-8	144	Temporary	SE 1/4 20-39-10	110	Permanent
SW 31-39-10	67	Permanent	NE 9-41-8	144	Temporary	NE 1/4 3-39-9	92.9	Permanent
SW 24-39-9	126	Permanent	NE 15-41-7 & NW 14-41-7	210	Temporary	NW 1/4 3-39-9	122.3	Permanent
NE 7-39-11	122.8	Permanent	S/2 NW 15-41-7	60	Temporary	SW 1/4 3-39-9	94	Permanent
SE 25-39-9	80	Permanent	NW & N/2 SW 16-41-7	191	Temporary	N 1/2 N 1/2 23-39-8	149	Permanent
SE 24-39-9	121	Permanent	SE 5-41-7	116.5	Temporary	SE 1/4 23-39-9	123	Permanent
NW 6-38-10	124.66	Permanent	SW 13-40-9	124	Temporary	NE 1/4 24-39-9	126	Permanent
SE 7-40-10	122	Permanent	NW 5-38-10	120.97	Temporary	NW 1/4 24-39-9	126	Permanent
SE 8-40-10	118.6	Permanent	NE 19-41-10	84.2	Temporary	NW 1/4 & N/2 SW 1/4 5-39-7	139.9	Temporary
NE 23-42-7	114.1	Permanent	SW 13-40-9	120	Temporary	SE 1/4 31-40-7	122	Temporary
			SW 33-41-7	113	Temporary	NE 1/4 19-39-8	123.3	Temporary
			NE 17-41-7	172.09	Temporary	SW 1/4 23-40-9	122	Temporary
			NE 31-40-10	129	Temporary			



Map of CREP Program Field Locations



# APPENDIX M

## Permanent Land Purchases for Subdistrict #1

