

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

ANNUAL REPLACEMENT PLAN
2023 PLAN YEAR

Prepared

April 14, 2023

By

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2015CW3024 – Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights

Rule 11. Subdistrict’s Proposed ARP

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

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

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

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

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

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

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

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

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

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

Appendices

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

Abbreviations

ARP	Annual Replacement Plan
CPW	Colorado Parks and Wildlife
CREP	Conservation Reserve Enhancement Program
Divide	Hydraulic Divide
DWR	Division of Water Resources
Farm Unit	The lands and wells under the control and management of an Owner and/or Operator and treated as a single unit
Irrigation Year	The time period during the year when diversions for irrigation use may legally occur, usually April 1 through November 1
NRCS	United States Department of Agriculture, Natural Resources Conservation Service
Plan Year	The ARP year for the period May 1, 2023 through April 30, 2024
PWM	Plan of Water Management for Subdistrict No. 1
Rio Grande Index Gage	Stream Gage located on the Rio Grande near Del Norte (USGS 08220000)
RGCWUA	Rio Grande Canal Water Users Association
RGDSS	Rio Grande Decision Support System
RGWCD	Rio Grande Water Conservation District
Rule or Rules	Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights (2015CW3024)
SEO	State Engineer's Office
Subdistrict No. 1	Special Improvement District No. 1 of the Rio Grande Water Conservation District
Subdistrict Well(s)	Wells Irrigating Subdistrict No. 1 land
SWC	Surface Water Credit
SWSP	Substitute Water Supply Plan
WDID	Water District Structure Identification Number
GSDNPS	Great Sand Dunes National Park Service

INTRODUCTION

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

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

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

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

11.1.1 DATABASE OF ALL WELLS TO BE COVERED BY THE ARP

STRUCTURE IDENTIFICATION NUMBER (WDID)

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

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

Twenty-eight wells were contracted into Subdistrict No. 1 in 2023 and all were added to the Subdistrict Well List by Participation Contract. Five replacement WDID’s were added to the Well List WDID 2011570 replaced 2011339, 2014567 replaced 2005470, 2014627 replaced 2010016, 2706350 replaced 2705007 and 2014538 replaced 2005520. WDID 2005475 was removed from ARP well list due to error in WDID assignment and was replaced with WDID 2014630. WDIDs 2010513, 2012945, &2010776 were removed from ARP list due to finding augmentation water elsewhere because of confined well concerns. For the list of new well inclusions, see Appendix P.

Table 1.0
Subdistrict No.1 Annual Well List Update

2022 Number of Wells	2023 Number of Wells	New 2023 Wells (WDID)	Removed 2023 Wells
3,561	3,590	<u>Explanation:</u> Twenty-eight wells were contracted into the 2023 ARP. Five Replacement wells added.	WDID (s): 2005475 2010513 2012945 2010776

2.0 OTHER WELL IDENTIFICATION INFORMATION

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

3.0 GREAT SAND DUNES NATIONAL PARK SERVICE (NPS)

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

4.0 SUBDISTRICT WELLS WITH PLANS FOR AUGMENTATION

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

The Plan of Augmentation decreed in Case No. 96CW38 known as the Crites Augmentation Plan will not be in operation for 2023. The well associated with the Plan of Augmentation is 2007036. This well associated with the 96CW38 decree will operate as Subdistrict No.1 wells as part of the 2023 ARP. Subdistrict No.1 will remedy injurious stream depletions caused by all the groundwater withdrawals from this well and meet requirements for aquifer sustainability in compliance with the rules and regulations for Water Division No.3.

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

5.0 TOTAL COMBINED PROJECTED ANNUAL DIVERSION FOR ALL SUBDISTRICT WELLS

For Subdistrict Wells listed in this ARP, DWR reported metered groundwater withdrawals as of April 1, 2023, for the previous Irrigation Year was 208,869-acre feet. Based on projected Subdistrict No. 1 operations, weather predictions and antecedent conditions, it is anticipated that 2023 ARP well groundwater withdrawals will be 219,700-acre feet.

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

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

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

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

Crop Type	Total Acres	Sprinkler	LEPA	Flood
Alfalfa	25,672	25,062	503	107
Barley	30,711	30,711	-	-
Canola	4,263	4,138	125	-
Carrots	986	986	-	-
Corn	173	122	-	51
Cover Crop	15,372	15,305	-	67
CREP	10,107	10,107	-	-
Fallow	16,420	16,010	101	309
Grain	4,601	4,393	208	-
Grass Hay/ Pasture	2,825	1,721	-	1,104
Hemp	247	247	-	-
Lettuce	1,213	1,213	-	-
Oats	1,129	1,129	-	-
Potatoes	47,892	47,618	267	6
Quinoa	59	59	-	-
Sudan Grass Hay	3,773	3,733	-	-
Triticale	92	92	-	-
Vegetables	793	793	-	-
Total	166,328	163,480	1,204	1,644

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

Subdistrict No. 1 wells irrigated approximately 139,801 acres during the previous Irrigation Year when crop types “Fallowed” and “CREP” are excluded from the total. See Table 3.1

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

Included in the ARP Well List are a number of wells with beneficial uses other than irrigation. The Subdistrict utilized information provided by DWR to calculate the consumptive use rates used in the RGDSS Model to calculate stream impacts and returns. Beneficial uses include primarily potato washing, commercial, domestic (subdivision) and fish. A spreadsheet was prepared by the Subdistrict to calculate the composite Consumptive Use Ratio that is a necessary input in the Response Functions. A spreadsheet of the calculation prepared for use in the 2023 ARP is submitted with this ARP.

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

The wells located on the GSDNP estimated projections for 2023 = 0.946-acre feet. See addendum O for more information.

9.0 OTHER DATA NECESSARY TO SUPPORT THE PROJECTED STREAM DEPLETIONS

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

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

FARM UNIT DATA

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

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

A. TOTAL DIVERSIONS BY DITCH

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

Table 3.2
Ditch Service Areas with Diversions in Subdistrict No. 1
Total Ditch Diversions 2022 Irrigation Year

WDID	DITCH NAME	Diversions in ac.-ft	Subdistrict Year
2000546	BILLINGS D	4,405.69	2022
2000556	BUTLER IRR D	1,588.00	2022
2000627	EXCELSIOR D	24,266.00	2022
2000631	FARMERS UNION CNL	15,883.00	2022
2000699	KANE CALLAN D	2,692.80	2022
2000736	MCDONALD D	6,070.90	2022
2000798	PRAIRIE D	7,344.00	2022
2000812	RIO GRANDE CNL	120,738.00	2022
2000814	RIO GRANDE D 2	1,587.20	2022
2000829	SAN LUIS VALLEY CNL	7,590.00	2022
2000833	SCHUCH SCHMIDT D	1,086.40	2022
2700502	BIEDELL D NO 10	2,923.10	2022
2700503	BIEDELL D NO 2	9.90	2022
2700518	GREEN D NO 1	0.00	2022
2700522	HOME D NO 1	2,818.10	2022
2700523	JOHNNIE SMITH D NO 1	79.80	2022
2700533	MCLEOD D NO 3	94.60	2022
2700537	MOODY AND HEAD D	0.00	2022
2700538	OMNIBUS D	1,932.90	2022
2700545	SHOWN D	596.20	2022
2700551	WHITE D	0.00	2022
2700553	WILSON D NO 4	0.00	2022
2700684	LA MAGOTE D NO 2	0.00	2022
2700714	MCLEOD D NO 4 & 5	161.40	2022

Notes:

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

a. DITCHES AND PRO RATA SHARES

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

b. SURFACE WATER CREDIT

The amount of SWC exchanged between Farm Units for the 2022 fees was 20,576 acre-feet. This number may change during the 2022 fee appeal process.

The surface water exchanged for 2023 is not available until June and is not included in this report.

e. HYDRAULIC DIVIDE STUDY

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

The groundwater flow vectors do not provide evidence of a well-defined divide with the possible exception of an area between Monte Vista and Alamosa where there is some evidence for a few miles. The interpreted location of the divide is shown on the maps prepared from the 2022 groundwater measurements. The approximate divide location in the area between Del Norte and the 7-Mile Plaza is uncertain due to the perched river condition, so it is shown as a dotted line on the maps included in Appendix K.

f. OTHER

The following information needed to evaluate the 2023 ARP was provided as a supplement to the ARP:

1. Resolution from RGWCD approving the Subdistrict 2023 ARP.
2. Response Function spreadsheet supporting the calculations submitted in the ARP.
3. The list of Subdistrict Wells included in the 2023 ARP in spreadsheet format matching the list presented in Appendix A.
4. Resolution from RGWCD to allow the Subdistrict to allocate Closed Basin Project water in the 2023 ARP
5. Copies of the new CREP contracts made since the 2022 ARP.

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

The purpose of this section of this ARP is to present data showing projected 2023 depletions to the Rio Grande resulting from Subdistrict Well groundwater withdrawals. Depletions are calculated by a Response Function spreadsheet that outputs total depletions for the Plan Year and a breakdown of monthly depletions for three reaches of the Rio Grande. The DWR directed Subdistrict No. 1 to use the current 6P98 Response Function for calculating projected stream depletions for this ARP.

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

e. 2023 STREAM FLOW FORECAST – RIO GRANDE

As required in the PWM, Appendix C, a copy of the April 5, 2023 NRCS forecast for stream flows of the Rio Grande Basin in Colorado is required for the estimate of recharge in Subdistrict No. 1 that offsets groundwater consumption based upon hydrologic conditions for the current Plan Year. In addition to the NRCS forecast, the Division No. 3 Division Engineer’s estimate of the annual flow of the Rio Grande Index Gage identified in the March 31, 2023 Rio Grande Compact Ten Day Report is required to assist in projecting hydrologic conditions of the Rio Grande for the current Plan Year.

**Table 2.0
Stream Flow Forecast 2023**

Forecast Source	Analysis Date	Apr-Sep Forecast (acre-feet)	% of 30 yr. Average	Total Annual Estimated Flow outside of Apr-Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)
		(1)	(2)	(3)	
DWR	March 31, 2023	659,200	137	90,800	750,000
NRCS	April 5, 2023	625,000	130		

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

Data collected from the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report on March 31, 2023 projected annual flow will be the basis for estimating recharge in Subdistrict No. 1 that offsets groundwater consumption in the 2023 ARP.

Data contained in the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report indicates that 90,800 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Rio Grande River basin projected annual flow. Table 2.1 includes the forecasted flows for the referenced river and the forecast for total projected annual flow during the 2023 calendar year.

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

f. 2023 STREAM FLOW FORECAST – CONEJOS RIVER

Based on the same forecast documents referenced above, the Division No. 3 Division Engineer’s March 31, 2023 forecasts for the Conejos River for the period April – September and the annual values are tabulated below. The NRCS forecast and the Division No. 3 Division Engineer’s Rio Grande Compact Ten-Day Report for the Conejos River Basin in Colorado is included in Appendix C.

Data contained in the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report indicates that 26,400 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Conejos

River basin projected annual flow. Table 2.1 includes the forecasted flows for the referenced rivers and the forecast for total projected annual flow during the 2023 calendar year.

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

Forecast Point	Period	Forecast (acre-feet)	% of 30 yr. Average	Estimated Flow outside of Apr-Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)
NRCS 4-5-2023		(1)		(2)	
Conejos R. near Mogote	Apr-Sep	280,000	167	-	-
San Antonio R. at Ortiz	Apr-Sep	24,000	250	-	-
Los Pinos R. near Ortiz	Apr-Sep	108,000	177	-	-
DWR 3-31-2023					
Conejos R. near Mogote	Apr-Sep	240,400	143		
San Antonio R. at Ortiz	Apr-Sep	15,500	161		
Los Pinos R. near Ortiz	Apr-Sep	117,700	193		
Total				26,400	400,000

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

g. PROJECTED ANNUAL RECHARGE CREDIT

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

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

	Rio Grande Canal	San Luis Valley I.D.	Prairie Ditch	SLV Canal	Totals
Total Consumable	162,457.62	39,773.47	17,202.82	23,580.60	243,014.52
% Within Subdistrict No. 1	93.98%	100%	99.20%	79.19%	93.9%
Total Consumable Within Subdistrict No. 1	152,677.67	39,773.47	17,065.20	18,673.48	228,189.82
Surface Water Through Sprinklers @83%	-3,249.78	-0.45	-90.21	-274.85	-3,615.29
Surface Water Used for Flood @60%	-253.34	0	0	0	-253.34
Totals	149,174.55	39,773.02	16,974.99	18,398.63	224,321.19

See Appendix D To provide a reasonable method for predicting probable recharge credit quantities for 2023, trend lines were developed for each canal/ditch by plotting historical annual river flows and

corresponding recharge credits. Regression trend lines were developed for each of the four canals/ditches and resulting equations describing the trend lines. A full description of the analysis and data used to prepare the trend lines is included in Appendix D.

Therefore, the projected consumable recharge credit under the four recharge decrees for the current Irrigation Year is 224,321.19 ac-ft.

4. PROJECTED PLAN YEAR STREAM DEPLETIONS

Response Function No.1 6P98V1.1 was used for calculation for projection calculations. Projections of groundwater pumping of **219,700** ac-ft and recharge that offsets groundwater pumping of **224,321.19** ac-ft was entered into the Estimated Net Groundwater Consumptive Use table of the Response Function.

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

Year	Subdistrict No.1 Total					Recharge that Offsets Groundwater					Net Groundwater Consumptive Use
	Irrigation Pumping to Center Pivots	Irrigation Pumping to Flood Irrigation	Other Pumping	Other Consumptive Use Ratio	Groundwater Consumption	Recharge Source 1	Recharge Source 2	Recharge Source 3	Recharge Source 4	Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
2011	324,117	889	4,886	0.65	272,709	83,801	9,981	8,325	8,204	110,310	162,398
2012	260,345	71	4,312	0.67	219,088	54,870	6,748	4,795	3,620	70,034	149,055
2013	230,432	1,136	4,488	0.60	194,647	84,919	5,477	4,227	4,782	99,404	95,243
2014	238,067	1,400	3,128	0.60	200,304	110,566	28,596	14,133	12,777	166,072	34,232
2015	206,455	1,536	3,657	0.54	174,265	122,980	34,685	15,139	15,608	188,412	-14,147
2016	237,624	1,635	3,392	0.54	200,048	125,562	32,064	12,873	14,396	184,894	15,154
2017	236,937	1,786	3,622	0.54	199,668	138,112	31,813	15,292	16,043	201,260	-1,592
2018	264,022	2,167	3,772	0.60	222,684	42,895	2,136	1,924	2,140	49,096	173,589
2019	213,300	1,937	3,252	0.55	180,004	132,121	45,852	22,196	22,619	222,788	-42,784
2020	244,463	796	3,152	0.50	204,948	58,838	10,230	5,879	5,467	80,413	124,535
2021	208,708	139	3,158	0.56	175,090	79,486	11,330	6,748	7,906	105,470	69,620
2022	205,324	28	3,517	0.49	172,149	89,232	7,501	1,813	4,841	103,387	68,762
2023	215,000	1,000	3,700	0.51	180,926	149,175	39,773	16,975	18,399	224,321	-43,396
Avg	237,299	1,117	3,695	0.56	199,733	97,889	20,476	10,025	10,523	138,912	60,821

Explanation of Columns for Table 2.3.

- (1) Calendar Year
- (2) Determined from metered groundwater pumping
- (3) Determined from metered groundwater pumping
- (4) Determined from metered groundwater pumping
- (5) Weighted Average of CU of all wells included in the "Other" wells list
- (6) Calculated as (0.83xCol 2) + (0.60xCol 3) + (Col4xCol5)
(0.83 and 0.60 are the consumptive use ratios of total pumping associated with sprinkler irrigation practices, respectively)
- (7) – (10) Determined from analysis of historical diversions and recharge decrees (W-3979, W-3980, 96CW0045, and 96CW0046)
- (11) Calculated as Col 7 + Col 8 + Col 9 + Col 10
- (12) Calculated as Col 6 – Col 11

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

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

The projected Net Groundwater Consumptive Use for the Plan Year is **-43,396** acre-feet as shown in Table 2.3.

As noted in Table 2.4, the Net Groundwater Consumptive Use, derived in Table 2.3, is input into Column 3 in in the row for the Plan Year. The projected calculated annual stream depletions resulting from Subdistrict Well groundwater withdrawals for the respective reaches of the Rio Grande and the total are shown in Columns 4 through 7.

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

Year	Rio Grande near Del Norte Stream Gage (Apr-Sep)	Net Groundwater Consumptive Use (Jan-Dec)	Annual Net Stream Depletions (May-Apr) ^{a)}			
			Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1970	561,150	101,275	225	341	-116	450
1971	389,397	135,541	420	714	-169	965
1972	373,031	169,393	619	1,069	-223	1,465
1973	755,509	38,851	479	878	-91	1,266
1974	270,942	220,567	2,366	1,325	-285	3,406
1975	730,848	23,753	2,294	1,028	-137	3,185
1976	512,997	65,760	2,016	938	-164	2,790
1977	163,635	240,127	3,825	1,513	-347	4,991
1978	340,660	155,492	3,828	1,627	-328	5,127

1979	886,617	11,835	3,093	1,222	-153	4,162
1980	672,668	63,873	2,726	1,100	-189	3,637
1981	310,945	170,010	2,681	1,423	-300	3,804
1982	572,474	36,314	2,286	1,211	-156	3,341
1983	578,510	32,273	2,031	994	-138	2,887
1984	652,637	40,219	1,869	902	-137	2,634
1985	864,564	2,568	1,648	717	-87	2,278
1986	865,371	-37,341	-90	669	16	595
1987	907,650	109,992	43	858	-115	786
1988	346,087	177,158	593	1,246	-226	1,613
1989	407,389	169,478	883	1,485	-243	2,125
1990	424,033	88,971	886	1,371	-166	2,091
1991	529,567	46,509	826	1,117	-117	1,826
1992	415,482	67,128	861	1,040	-136	1,765
1993	577,831	-21,380	-193	847	-6	648
1994	444,629	100,660	-115	924	-117	692
1995	734,492	-68,610	-2,899	893	140	-1,866
1996	313,441	205,238	-960	1,265	-111	194
1997	781,596	-1,949	-462	906	9	453
1998	466,821	112,457	-70	1,003	-122	811
1999	799,489	-50,972	-2,204	916	110	-1,178
2000	312,094	213,180	-208	1,325	-142	975
2001	655,233	65,822	415	1,184	-91	1,508
2002	96,717	322,490	3,276	1,932	-378	4,830
2003	261,300	234,308	5,234	2,191	-388	7,037
2004	431,675	126,966	4,837	1,967	-322	6,482
2005	682,540	70,356	4,059	1,661	-234	5,486
2006	411,656	119,657	3,660	1,626	-273	5,013
2007	593,239	23,116	3,064	1,311	-155	4,220
2008	623,333	49,201	2,700	1,148	-166	3,682
2009	513,058	-4,448	2,119	911	-90	2,940
2010	453,063	76,286	2,013	968	-166	2,815
2011	415,182	162,320	2,118	1,318	-267	3,169
2012	328,382	148,994	2,108	1,518	-265	3,362
2013	344,435	95,197	1,994	1,426	-210	3,210
2014	518,599	34,198	1,805	1,156	-138	2,823
2015	555,700	-14,194	1,072	899	-58	1,913
2016	565,800	15,035	861	736	-65	1,532
2017	573,900	-1,604	809	571	-45	1,335
2018	213,100	173,549	1,195	1,038	-241	1,992
2019	855,000	-42,818	-763	911	37	185
2020	307,800	124,380	-669	985	-108	208
2021	381,197	70,535	-323	954	-82	549
2022	359,200	84,081	-252	909	-88	569
2023	659,200	-43,396	-2,128	786	90	-1,252
2024			-2,017	529	76	-1,412
2025			-1,490	392	48	-1,050
2026			-1,149	312	34	-803
2027			-905	245	26	-634
2028			-728	188	20	-520
2029			-592	146	17	-429
2030			-512	117	16	-379
2031			-465	99	15	-351
2032			-425	85	14	-326
2033			-384	74	13	-297

2034			-329	56	11	-262
2035			-265	38	9	-218
2036			-232	28	8	-196
2037			-212	13	9	190
2038			-184	3	7	-174
2039			-99	-2	4	-97
2040			-78	-1	4	75
2041			0	0	0	0
Avg 2001-2022	469,535	81,497	1,705	1,222	-161	2,766
Avg 2001-2010	472,181	108,375	3,138	1,490	-226	4,401
Post Plan Depletion			-10,065	2,323	331	-7,413

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

Explanation of Columns

- (1) Year
- (2) Rio Grande near Del Norte Gage streamflow in acre-feet for the NRCS streamflow forecast period of April through September.
- (3) Net Groundwater Consumptive Use (NetGWCU) for January through December. NetGWCU values for 2001 through 2010 were taken from the RGDSS Groundwater Model output. NetGWCU values for 2011 through 2022 were calculated using well meter data, diversion data, and irrigated acreage information. NetGWCU data for 2023 was estimated from 2022 well meter data and projected diversions based on the projected Rio Grande streamflow from the March 31, 2023 Rio Grande Compact DWR Ten Day Report.
- (4) Net Stream Depletions in the Rio Grande Del Norte to Excelsior Ditch reach for the plan year (May through April) in ac-ft.
- (5) Net Stream Depletions in the Rio Grande Excelsior Ditch to Chicago Ditch reach for the plan year (May through April) in ac-ft.
- (6) Net Stream Depletions in the Rio Grande Chicago Ditch to the State Line reach for the plan year (May through April) in ac-ft.
- (7) Total Net Stream Depletions columns (4 + 5 + 6) in ac-ft.

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

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

Stream Reach	Subdistrict No. 1 Total												Total
	2023								2024				
	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Rio Grande Del Norte-Excelsior	-46.6	-92.5	-153.6	-201.6	-213.5	-227.0	-221.8	-211.9	-192.7	-172.7	-199.1	-194.6	-2,127.6
Rio Grande Excelsior-Chicago	88.3	79.4	67.2	58.8	61.0	52.4	48.2	59.7	67.2	64.7	74.0	65.2	786.1
Rio Grande Chicago-State Line	6.1	28.0	10.3	7.7	9.7	34.1	11.1	5.3	-2.2	-5.5	-7.8	-7.0	89.8
Total	47.8	14.9	-76.1	-135.1	-142.8	-140.5	-162.5	-146.9	-127.7	-113.5	-132.9	-136.4	-1251.7

Explanation of Columns

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

As indicated in the lower right-hand corner of Table 2.5, the estimated total net depletions that will impact the Rio Grande during the Plan Year due to both past pumping and the projected Irrigation Year pumping using the 6P98 Response Function is **-1,251.7** acre-feet. The locations of the net depletions and monthly quantities are tabulated in Table 2.5.

According to the RGDSS Groundwater Model, if Subdistrict Wells were to stop all groundwater withdrawals today, there would be no continuing depletion to the river if Subdistrict No. 1 is allowed by DWR to aggregate negative depletions in one reach with positive depletions in another stream reach. Based on calculations from the RGDSS Model 6P98 Response Functions, Table 2.6 illustrates that total post-plan net stream depletion are anticipated to be **-7,638** acre-feet.

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

Years (May-Apr)	Rio Grande Del Norte- Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago- State Line	Total
2024-2043	-10,300	2,319	343	-7,638

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

1. AMOUNTS AND SOURCES OF REPLACEMENT WATER FOR PLAN YEAR

Table 4.1 shows the amounts and sources of replacement water carried over from the previous Plan Year and sources that have been acquired by Subdistrict No. 1 since 2012 that will be available to remedy injurious depletions. Sections 4.1 through 4.11 further explain the water quantities and sources.

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

Sec	In Storage -- Water Right(s) Name	Beginning Balance as of 4/10/2022	Anticipated Balance as of 5/1/2023	Water Previously Controlled by:	SWSP	Current Location
4.1	Williams Creek Squaw Pass TM	122.70	134.8	Navajo Development	5346	Rio Grande Reservoir
4.2	Williams Creek Squaw Pass TM-SLVID	56.5	56.5	SLV Irrigation District	5346, 5506	Rio Grande Reservoir
4.3	SD#1 SLVID Tabor	45.1	45.1	SLV Irrigation District	5346, 5506	Rio Grande Reservoir
4.4	Piedra River TM, Piedra Water Rights	500.0	500.0	Colorado Parks and Wildlife	5346, 5506	Rio Grande Reservoir

4.5	Pine River Weminuche Pass TM	1,000.0	1,000.0	SLV Water Conservancy District	5346, 5506	Rio Grande Reservoir
4.6	Treasure Pass Trans-Basin Diversion	730.76	730.76	Evelyn Underwood & Patti Cook	5346,5506	Rio Grande Reservoir
4.6	Treasure Pass Trans-Basin Diversion	100.0	100.0	Sid Klecker	5346, 5506	Rio Grande Reservoir
4.7	SMRC 2012 Leases of 1,279.8 shares in RG Canal @ 0.944 af/share	1,252.11	1,252.11	Santa Maria Reservoir Co	5491 2013CW3002	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2013 Leases of 3235.8 shares in RG Canal @ 0.72 af/share	2,328.8	2,328.8	Santa Maria Reservoir Co	5491 2013CW3002	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2014 Leases of 3320.8 shares in RG Canal @ 1.288 af/share	4,278.2	4,278.2	Santa Maria Reservoir Co	5491 2013CW3002	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2015 Leases of 3095.8 shares in RG Canal @ 1.86 af/share	5,568.2	3,568.2	Santa Maria Reservoir Co	5491 2013CW3002	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2016 Leases of 1645 shares in RG Canal @ 0.968 af/share	1,792.36	840.29	Santa Maria Reservoir Co	5491 2013CW3002	Rio Grande, Santa Maria & Continental Reservoirs
	In Storage – Total Replacement Water (acre-feet)	17,774.73	14,834.76			
4.9	On Call – Irrigation Season Forbearance Agreements	Contract	Expected Yield	Source of Diversion	SWSP	Special Contract Conditions
	Rio Grande Canal	900	900	Rio Grande		
	San Luis Valley Canal	400	400	Rio Grande		
	Commonwealth Irrigation Company	500	500	Rio Grande		
	Centennial Ditch Company	No ac-ft limit		Rio Grande		
	Excelsior Ditch Company	1,000		Rio Grande		
	Monte Vista Canal	300		Rio Grande		
	Prairie	100	100	Rio Grande		
	San Luis Valley Irrigation District	1,000	1,000	Rio Grande		
	On Call -- Irrigation Season – Total Water Available (acre-feet)		2,900			

4.10	On Call – Non-Irrigation Season	Total RG Allocation (all Subdistricts)	Projected Yield Subdistrict # 1	Source of Diversion	SWSP	Current Location
	Closed Basin Project Allocation	4,100	0	RGWCD		Closed Basin Project
	On Call -- Non-Irrigation Season – Total Water Available (acre-feet)		0			
4.11	Great Sand Dunes National Park Service Forbearance Agreements	Source of Diversion	Contract Year	Water Rights	Case #	Total Amount to Divert/Store
	Great Sand Dunes National Park	Little Spring Creek & Big Spring Creek	2023	Hull Ditch, Los Ojos Ditch, South Ditch No. 1 & No.2	03/26/1895	23.04 cfs
	The Nature Conservancy	Little Spring Creek & Big Spring Creek	2023	Hull Ditch, Los Ojos Ditch, South Ditch No. 1 & No.2	03/26/1895	60.25 cfs
	Colorado Parks and Wildlife	Little Spring Creek & Big Spring Creek	2023	San Luis Lakes & Head Lake	W3962, W3963, & 95CW40	Absolute: 10,600 AF Conditional: 817.5
	Rio Grande Water Conservation District	Little Spring Creek & Big Spring Creek	2023	San Luis Lakes	95CW40	Absolute: 1,205 AF Conditional: 817.5 AF

2. OPERATION OF THE 2023 ANNUAL REPLACEMENT PLAN

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

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

As shown above, Subdistrict No. 1 has implemented Forbearance Agreements with major canals located

on the main stem of the Rio Grande for the Plan Year. Upon its sole discretion, Subdistrict No. 1 will exercise these agreements if conditions exist which could save an approximate 200-800 acre-feet of replacement water during the Plan Year.

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

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

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

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

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

If the Centennial Ditch allows Subdistrict No. 1 to convey water through the ditch, around the dry reach below the Excelsior and back into the Rio Grande, Subdistrict No. 1 can replace injurious depletions without the high losses that would occur trying to force water through the dry reach.

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

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

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

As described in Table 4.1, the Board of Managers of Subdistrict No. 1 has acquired multiple years' worth of depletion replacement water that is currently in storage and available for release, which is well over the amount needed to cover the current total calculated post-plan stream depletions to the Rio

Grande. The Board of Managers will continue to work diligently towards obtaining permanent and/or renewable supplies to remedy future depletions caused by present or future Subdistrict Well groundwater withdrawals.

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

As specified in this ARP, 9 ditches within Stream Reaches No. 1 and No. 2 on the Rio Grande have entered into forbearance agreements with Subdistrict No. 1 to remedy depletions during the Plan Year, if needed. Some of these same ditches have been approached to consider permanent forbearance agreements for the future. Subdistrict No. 1 also has four Forbearance Agreements to remedy injurious depletions from the Great Sand Dunes National Park wells, 3505620, 3505052, 3505053. See Appendix O.

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

At times when there is a monthly, negative depletion in a stream reach, Subdistrict No. 1 make a request to the Division No. 3 Division Engineer to allow Subdistrict No. 1 to aggregate negative depletion amounts in one reach, either upstream or downstream, against a positive depletion in another reach, when the opportunity exists under the protocol of DWR. Subdistrict No.1 also requests with prior approval from the Division Engineer, the Subdistrict may release water held in reservoir storage for temporary storage in the unconfined aquifer. Also, with a request to the Division No. 3 Division Engineer allow Subdistrict No. 1 to aggregate a monthly, positive depletion with a negative depletion of another Subdistrict to offset the positive daily depletion Subdistrict would otherwise have to replace or remedy when the opportunity exists under the protocol of DWR. A Memo of Understanding would be required and approved by the Board of Managers before this offset could be allowed between subdistricts.

3. ANTICIPATED FUNDING FOR PLAN YEAR

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

- a. Administrative Fee: This revenue is used to offset the cost of administering the PWM and ARP.
- b. CREP Fee: This revenue provides the required match to the federal funds that are paid by the USDA directly to those groundwater irrigators that have been approved for the CREP program.
- c. Variable Fee: This fee is charged per acre-foot of groundwater withdrawn, called the Water Value, and may be offset in whole or part by SWC in a Farm Unit. The Water Value is set every year by the Board of Managers in an amount necessary to purchase

replacement water or take other actions to remedy injurious depletions from Subdistrict Wells and to fund certain additional programs with the purpose of reducing groundwater consumption within Subdistrict No. 1.

The fees are set by the Board of Managers and certified to the three counties, Alamosa, Rio Grande and Saguache, which collect these fees on their tax rolls. For the 2022 irrigation season, the Administrative Fee was set at \$3.00 per irrigated acre, the CREP Fee was set at \$-0- per irrigated acre and the Water Value was set at \$150 per acre-foot of groundwater withdrawn, as offset by SWC, if any.

Table 10
2022 Subdistrict No.1 Assessments

Fee Type	Amount of 2022 Assessments
Administrative Fees	\$509,414
Conservation Reserve Enhancement Program Fees	\$-0-
Variable Fees	\$8,325,478

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

1. FORBEARANCE AGREEMENTS

Several ditches have entered into a Forbearance Agreement with Subdistrict No.1 for the 2023 Irrigation Season. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., Subdistrict No. 1 has reached agreement with each ditch whereby injury to their water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the ditch is the calling right on the Rio Grande. Copies of the forbearance agreements are included in Appendix H. The expected yield of these agreements is as shown above in the table of replacement sources.

Great Sand Dunes Forbearance

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

2. CLOSED BASIN PROJECT PRODUCTION

According to the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report on March 31, 2023, the projected production of the project delivered to the Rio Grande is 8500 acre-feet during the calendar year 2023. The division of the Closed Basin Project production in accordance with agreements with Conejos River and Rio Grande water users’ organizations and special districts is 60% to the Rio Grande and 40% to the Conejos River over the long term, with provisions for adjustments in the division during individual years. On March 28, 2023 the RGWU and SLV Water Conservancy District changed this percentage agreement to 50% to the Rio Grande and 50% to the Conejos River to bring the long-term division closer to the 60/40 agreement expectations.

Pursuant to the Resolution Regarding Allocation of the Yield of the Closed Basin Project, the management and allocation of the Rio Grande's share of the Project's usable yield is made by the Rio Grande Water User's Association in consultation with the San Luis Valley Water Conservancy District. At a meeting of the Rio Grande Water User's Association Board of Directors on March 29, 2023, the Board of Directors passed a motion to specifically allocate 4,100 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under this ARP and in conjunction with the other operating Subdistricts. Similarly, the Board of Directors of the San Luis Valley Water Conservancy District agreed to the allocation as stated in their letter to the Rio Grande Water Conservation District on April 7, 2023. The projected amount of the CBP production needed by Subdistrict No. 1 under this ARP is shown above in Table 4.1. See Appendix I for a copy of the letters.

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

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

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

a. UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

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

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

The change in unconfined aquifer storage based on measurements from January 1976 through March 7, 2023 was -1,290,031 acre-feet on an accumulated month basis.

As described in the PWM, the accumulated 5-year running average of the annual average of the monthly change through December 1, 2022 was -1,158,539 acre-feet. As previously noted, the goal in the PWM is to achieve a recovery and maintain storage at a level between -200,000 and -400,000 acre-feet. The December 1, 2022 five year running average storage value is 758,539 acre-feet below the lowest goal level.

b. PROJECTIONS OF UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

The current 5-year rolling average unconfined aquifer level is -1,158,539 ac.-ft. Assuming recovery must be met by year 2030, the recovery amount needed to reach the lower target level of -400,000 ac.-ft. each year would be +141,462 ac.-ft. The graph below shows the current aquifer levels and recovery amount needed to meet the lower level described above. The chart below shows the levels of unconfined aquifer storage since the beginning of the study and, beginning in February 2023, the required projected recovery to meet the lower target if we have an average water year.

**Figure 6.1
2023 Projections of Unconfined Aquifer Storage**

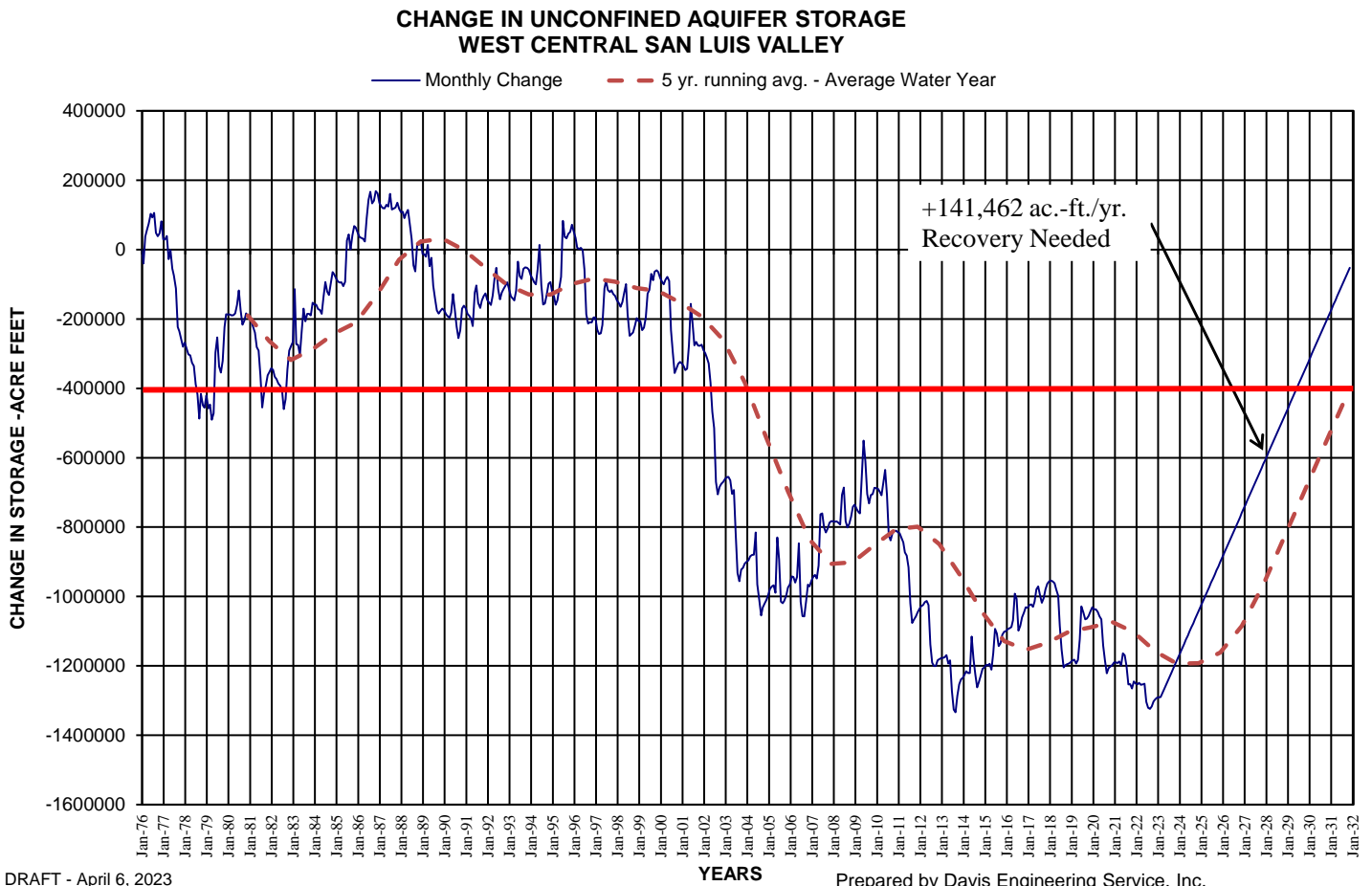


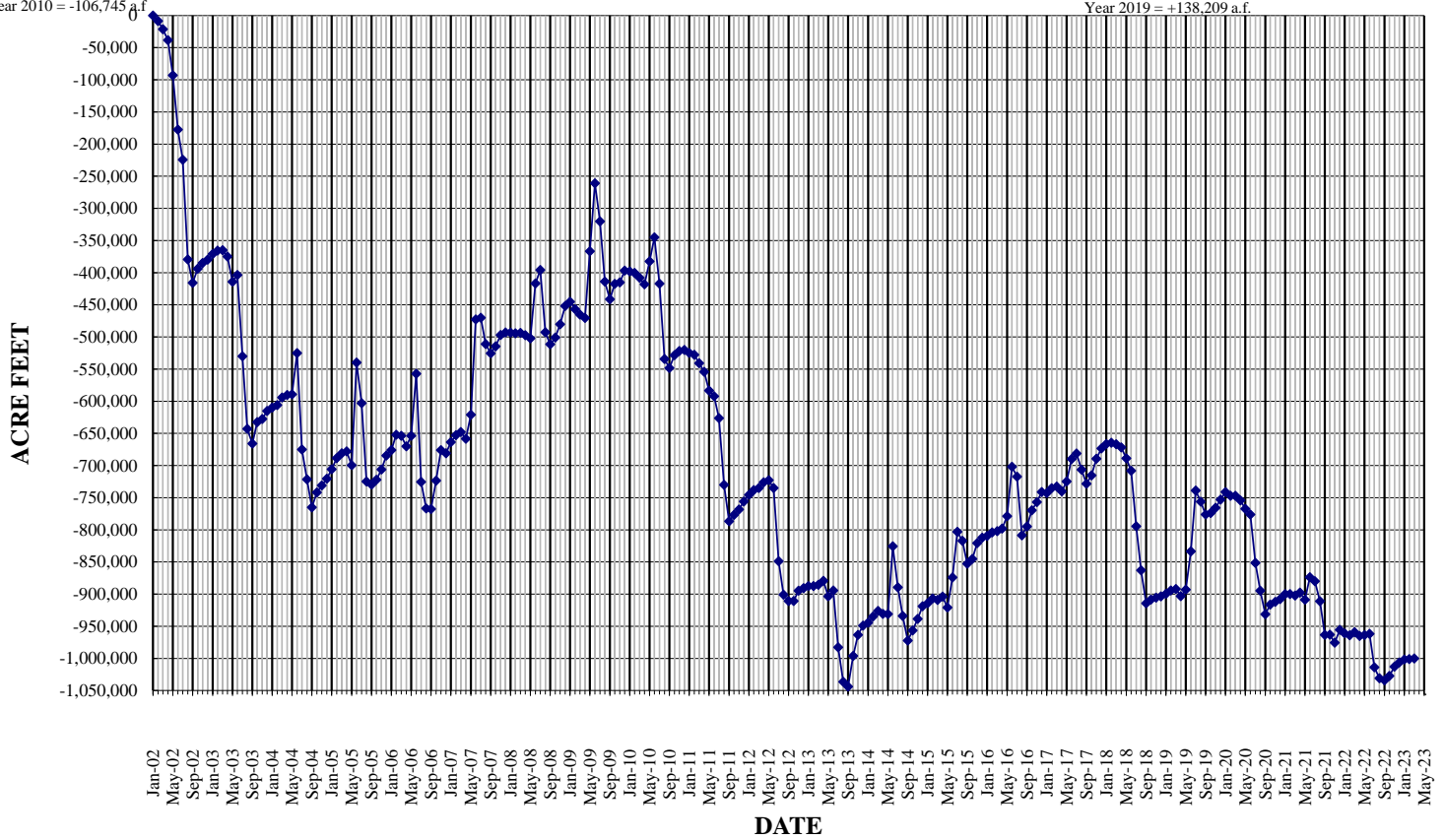
Figure 6.2
Charts Showing Change in Unconfined Aquifer Storage

Changes: Comparing
 September of each year
 Year 2002 = -439,816 a.f.
 Year 2003 = -250,214 a.f.
 Year 2004 = -99,285 a.f.
 Year 2005 = +35,612 a.f.
 Year 2006 = -38,228 a.f.
 Year 2007 = +242,380 a.f.
 Year 2008 = +14,057 a.f.
 Year 2009 = +69,864 a.f.
 Year 2010 = -106,745 a.f.

Changes: Comparing
 September of each year
 Year 2011 = -238,480 a.f.
 Year 2012 = -123,126 a.f.
 Year 2013 = -133,066 a.f.
 Year 2014 = +71,440 a.f.
 Year 2015 = +119,469 a.f.
 Year 2016 = +58,083 a.f.
 Year 2017 = +66,608 a.f.
 Year 2018 = -186,046 a.f.
 Year 2019 = +138,209 a.f.

Changes: Comparing
 September of each year
 Year 2020 = -155,379 a.f.
 Year 2021 = -32,016 a.f.
 Year 2022 = -70,803 a.f.

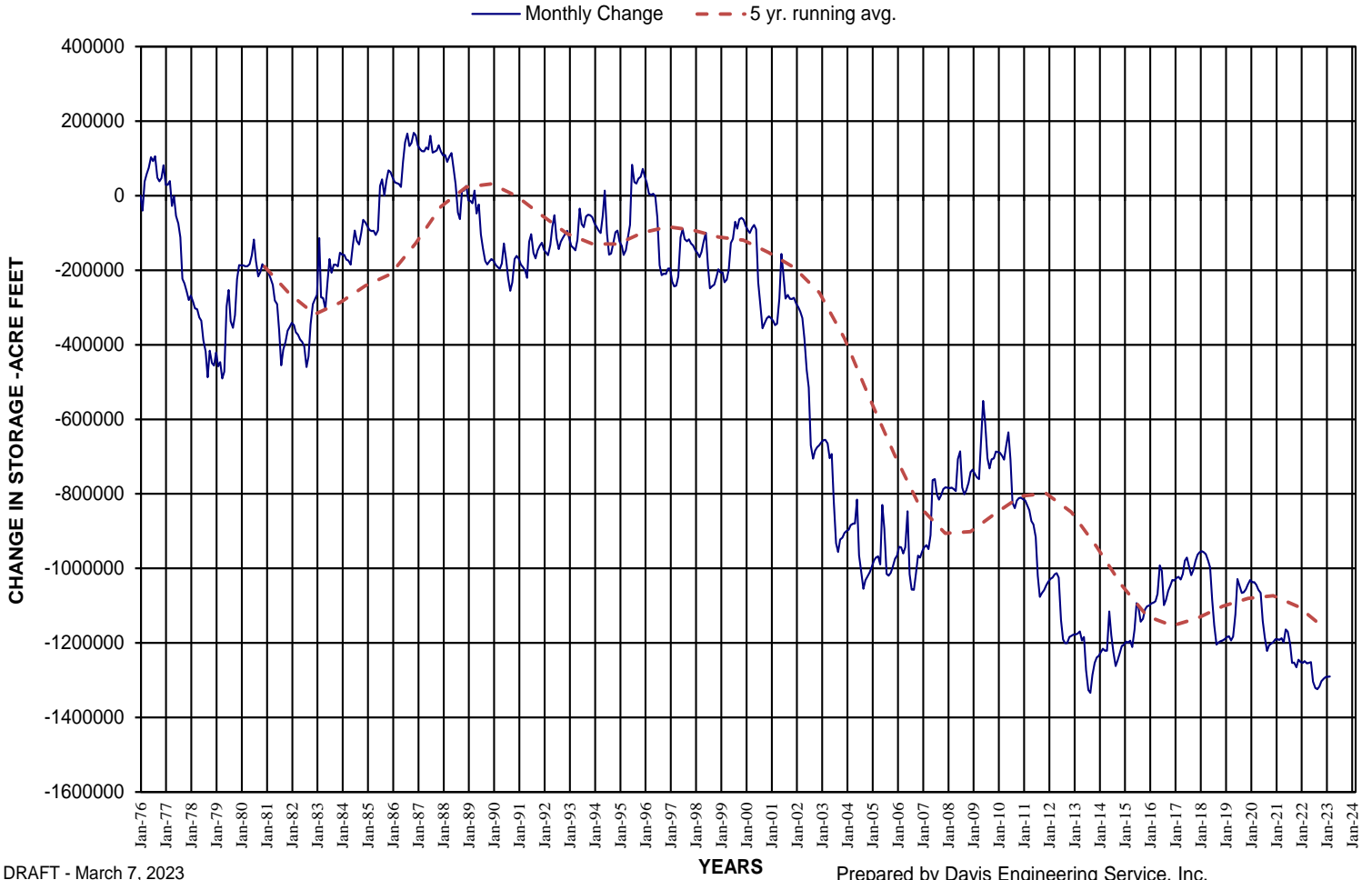
CHANGE IN UNCONFINED AQUIFER STORAGE
YEAR 2002 - 2023



DRAFT - March 27, 2023
 By Davis Engineering Service, Inc.

Figure 6.3
Change in Unconfined Aquifer Storage

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



DRAFT - March 7, 2023
 Data through February 17, 2023

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

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

a. 2023 CONTRACTED CONSERVATION RESERVE ENHANCEMENT PROGRAM LANDS

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

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

As of April 13, 2023, Subdistrict No. 1 has finalized FSA CRP-1 Contracts for 4,209.6 acres in Permanent Water Retirement and 6,659 acres in 15 Year Water Retirement terms for a total of 10,868.6 acres reducing water consumption by approximately 14,775 acre-feet per year. The Subdistrict No. 1 Rio Grande CREP signup is ongoing. A map and legal descriptions for these CREP parcels is included in Appendix L.

Table 8
Rio Grande River CREP Enrollment (in acres)

Year	Permanent	Temporary	Total
2014	918.6	1,049.9	1,968.5
2015	680.4	1,206.6	1,887
2016	1,164	751.2	1,915.2
2017	0	479.7	479.7
2018	241.8	1,510	1,751.8
2019	0	597	597
2020	604.6	120	724.6
2021	600.2	0	600.2
2022	0	340	340
2023		604.6	604.6
TOTAL	4,209.6	6,659	10,868.6

b. TEMPORARY LAND RETIREMENT-FALLOW and WELL PURCHASE PROGRAM

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

Subdistrict No. 1 has suspended accepting new Fallow application in 2022. This program is not part of the overall Conservation Reserve Enhancement Program (“CREP”).

Table 8.3
2023 Subdistrict No.1 Fallow Enrollment

2023
Acres: 1,114.55

Additional information is provided in Appendix L.

Preventive Planting Insurance programs within the Subdistrict also partially retired groundwater use on approximately 10,120 acres in the previous Plan Year.

The Board of Managers budgeted for the third year of the Well Purchase Program (WPP) for 2023. The program seeks to purchase ground water rights. Wells would be purchased based on a ranking system that combines annual diversions, asking price, acres and aquifer to create a score. The lowest score indicates the well is most beneficial to the subdistrict to purchase and retire. The following is the total wells purchased through 2022:

- 1) In 2021, a total of 19 wells were purchased through the WPP retiring 1375 acres from pumping with a total 10-year average of 1766.49-acre feet of groundwater pumping retired.
- 2) In 2022, a total of 16 wells were purchased through the WPP retiring 1149 acres from pumping with a total 10-year average of 1009.48-acre feet of groundwater pumping retired.

Map & List of well purchases can be referenced in Appendix Q.

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

Based on total head-gate diversions for the Rio Grande Canal, SLV Canal and Farmers Union during the irrigation season the Subdistrict with their 2,007.5 shares of surface water diverted approximately 2,109.13 acre-feet towards recharge to the unconfined aquifer on the White, McConnell, Lacy and West Medano Ranch Shares of properties during the irrigation season.

Subdistrict No. 1 did not use the wells located on these parcels for any purpose in 2023. A map identifying the locations of the permanent land purchases acquired by the Rio Grande Water Conservation District for Subdistrict No. 1 is included in Appendix M.

4. OTHER PROPOSED ACTIONS TO BE TAKEN AS APPLICABLE

The Board of Managers of Subdistrict No. 1 and the Subdistrict members remain keenly aware of the PWM deadlines to achieve and maintain sustainability of the unconfined aquifer. In previous years, despite average to below average precipitation and runoff, the unconfined aquifer was making a steady recovery. However, the historic low precipitation and runoff that occurred in 2018 & 2020, in addition to the ongoing and historic multi-decade drought, resulted in a reduction in unconfined aquifer levels. This has been and remains a cause of concern for the Board of Managers of Subdistrict No. 1, but they remain committed to restoring and maintaining a sustainable unconfined aquifer.

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

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

Despite the ongoing historic drought, the previous Plan Year resulted in the lowest pumping on record since 2015. Even though the total precipitation was similar in 2020 to 2021 the constituents of Subdistrict No.1 reduced approximately 35,000-acre feet of pumping from 2020 to 2021. This shows an additional voluntary effort to reduce pumping and participate in programs to help the aquifer. The Board of Managers and Subdistrict members are currently engaged in a public process to amend and restate the current approved PWM, with the intent to balance water imported into the Subdistrict against groundwater pumping and rely upon natural inflow into the aquifer system to recover the unconfined aquifer. As the Subdistrict can neither predict nor control future hydrologic cycles, it is not known how long aquifer recovery will take. In the event that pumping exceeds imported water, the Subdistrict will continue working to assure aquifer sustainability in the only way they have available – by charging an over pumping fee which is used to fund conservation programs for Subdistrict members. Subdistrict No.1 expects to see once again recovery in the unconfined aquifer and continue doing everything within its limited authority to complete its charge under the PWM.

Annual Replacement Plan Appendices
2023 Plan Year

Prepared

April 14, 2023

By

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And In Consultation With

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Appendix A

Subdistrict No.1 Well List

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

The following language was copied from the 06CV64 and 07CW52 Decree and describes the evolving nature of the Subdistrict No.1 Well list:

“The Subdistrict No. 1, in cooperation with the Division of Water Resources, prepared a list of Subdistrict Wells by category. Appendix 3 states, and the testimony at trial was clear, that the data accumulated for the Subdistrict No. 1 Well Database comes from several sources and this is the first such comprehensive collection of well information pertaining to Subdistrict No. 1. Accordingly, the well database is ‘considered a draft and will continue to be updated.’”

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

Appendix A is the most current tabulation of the Water District Identification Number (WDID) and the irrigation well pumping of each Subdistrict No.1 well. The WDIDs of the wells added to and removed from the 2023 Subdistrict No.1 Well list is noted in section 1.0 and noted at the end of Appendix A.

Each year, as producers report information for their farm units and additional data is accumulated from other sources regarding well use and ownership, the Subdistrict Well list is updated. Requests for Farm Unit updates will be mailed out April 17, 2023. Any reported corrections regarding wells are incorporated into the Subdistrict No. 1 Well list through contract process at the December quarterly meeting. All wells added or removed from the Subdistrict Well list is referenced in section 1.0.

**Appendix F
History & Documentation of Purchase**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7 PIEDRA WATER RIGHTS STORED IN RIO GRANDE RESERVOIR

This trans-basin water is stored under decrees held by CPW in Rio Grande Reservoir. It originates in Water Division No. 7 and is decreed to the South River Peak Ditch, the South River Peak Ditch Enlargement, the Don La Font Ditch No. 1, the Don La Font Ditch No. 2 and the Don La Font Ditch No. 2 Enlargement (collectively “Piedra Water Rights”). This water was leased from CPW in June of 2014. This water will be subsequently released to replace injurious depletions under the direction of the Division Engineer for Water Division No. 3 to meet the requirements of the Subdistrict No. 1 ARP. A Substitute Water Supply Plan has been approved by the State Engineer for the subsequent use of this water for augmentation and recharge. See Appendix F for documentation of purchase.

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

4.8 SANTA MARIA RESERVOIR COMPANY SHARES

There is a remaining balance of 12,267.6 acre-feet of fully consumable water from the original 18,159.14 acre-feet of Santa Maria Reservoir Company water leased by Subdistrict No. 1. This water is in storage in Santa Maria Reservoir, Continental Reservoir and Rio Grande Reservoir and was accumulated from 2011 through 2019 storage seasons.

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

The Subdistrict does not hold any leases for 2023.

On March 30, 2023, Subdistrict No.1 sold 2,000-acre feet of Santa Maria water to Subdistrict No.2 (1,000-acre feet) and Subdistrict No.6 (1,000-acre feet) which has been taken out of Subdistrict No.1 SMRC Lease Shares.

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

Appendices

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

Appendix A
Current Tabulation of Wells Included in Subdistrict No. 1

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2005001		2005007	0.00	2005013		2005018	88.94	2005019	
2005022	89.28	2005033	96.37	2005035		2005037	95.11	2005038	0.00
2005040		2005041	128.40	2005042		2005046	7.15	2005047	
2005048		2005049	31.97	2005050	92.67	2005051		2005052	92.67
2005053	95.02	2005056		2005057	77.37	2005058	71.00	2005059	67.30
2005062		2005069		2005072		2005077		2005078	
2005080	45.37	2005084	54.26	2005085		2005092	0.00	2005094	219.80
2005095	58.04	2005096	0.00	2005097		2005098		2005102	
2005103	98.00	2005104	37.47	2005105		2005107	32.31	2005109	
2005112		2005115		2005116	60.21	2005119	0.00	2005120	121.51
2005121		2005122		2005125	114.49	2005126		2005127	0.00
2005131		2005132	0.00	2005133	0.00	2005134	0.00	2005135	0.05
2005137	31.82	2005138	70.63	2005141		2005142	0.00	2005145	98.20
2005148		2005152		2005155	37.12	2005156	98.08	2005158	
2005159	109.99	2005161	0.00	2005162	157.31	2005163	68.29	2005167	
2005168		2005170		2005171		2005172	167.86	2005173	
2005174		2005175		2005176	105.86	2005177	105.96	2005178	67.40
2005179		2005181	80.89	2005185		2005186	13.16	2005187	
2005192		2005193	27.42	2005197	69.60	2005201		2005202	148.26
2005203		2005205	0.00	2005206	39.30	2005207	44.32	2005208	
2005211	86.93	2005212	104.64	2005214		2005315		2005316	118.36
2005322	285.05	2005324	0.00	2005325	77.57	2005326		2005334	118.13
2005335		2005336		2005337	67.36	2005338		2005339	67.36

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2005340	31.97	2005342		2005344	0.32	2005355		2005383	119.42
2005384	98.20	2005388	92.74	2005391	77.37	2005393		2005398	184.64
2005399	181.07	2005407	131.77	2005408		2005409	103.32	2005410	7.15
2005411	59.98	2005424	47.99	2005425	42.47	2005427	0.01	2005429	110.21
2005430	100.86	2005431	175.39	2005433	50.50	2005434	53.89	2005435	77.28
2005439	0.00	2005443	23.00	2005444	3.94	2005445		2005446	41.60
2005447	52.25	2005448		2005450		2005451	0.00	2005452	53.92
2005453		2005454	49.52	2005457		2005458		2005459	
2005461		2005462	127.80	2005465	28.22	2005466	54.86	2005467	61.04
2005468	13.33	2005469	46.82	2005470	0.00	2005471	0.00	2005472	
2005473		2005474	53.52	2005476	0.00	2005479		2005480	
2005481	168.56	2005482	42.55	2005483	73.15	2005484	111.93	2005488	18.42
2005489	18.42	2005490	98.85	2005491		2005492		2005493	66.11
2005494	129.65	2005495	101.95	2005496	45.79	2005497		2005498	39.30
2005499	85.70	2005503	0.00	2005504	161.60	2005505	51.94	2005507	59.98
2005508	61.80	2005509	0.00	2005510	38.83	2005511	7.78	2005512	
2005513	32.12	2005514	32.12	2005515	49.65	2005516	31.63	2005517	21.35
2005518	0.00	2005519	60.86	2005520		2005521	28.22	2005522	100.86
2005523	85.87	2005524	88.58	2005525	102.03	2005526	63.85	2005527	90.85
2005528	26.36	2005529	52.30	2005530	49.01	2005531	42.47	2005532	47.99
2005533	0.00	2005534	0.00	2005535	110.21	2005536	77.28	2005537	0.00
2005538	0.00	2005539		2005540		2005560	105.41	2005562	
2005567	86.77	2005568	97.40	2005569	62.16	2005570	62.16	2005571	100.48
2005572	100.48	2005573		2005574	181.21	2005575	132.72	2005576	145.56
2005578	75.45	2005579	75.45	2005580		2005581		2005582	45.73

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2005583	44.39	2005584	42.44	2005585		2005586	29.88	2005587	29.88
2005588	105.41	2005589	93.80	2005590	97.94	2005592	79.67	2005593	171.24
2005594	62.38	2005595		2005596	37.12	2005597	63.08	2005598	105.84
2005599	171.94	2005601	64.71	2005603	50.39	2005604	31.48	2005605	109.85
2005608	118.93	2005609	48.45	2005610		2005612	77.60	2005613	44.33
2005614	100.67	2005617	104.79	2005621	80.00	2005641		2005642	0.00
2005643	0.00	2005645	253.07	2005646	0.00	2005647		2005648	209.12
2005651		2005652	26.93	2005653	26.13	2005654	26.13	2005656	78.50
2005657		2005658		2005659	47.47	2005660	47.47	2005662	19.46
2005663	19.46	2005664		2005665	24.19	2005666	24.19	2005668	17.40
2005669	17.40	2005670	56.30	2005671	63.11	2005672	87.35	2005673	58.70
2005674	53.09	2005675	2.06	2005676	0.00	2005677	0.00	2005678	62.44
2005679	62.44	2005680	92.66	2005681	92.66	2005682	85.96	2005683	85.96
2005684	80.04	2005685	80.04	2005686		2005687	140.83	2005688	
2005689	93.86	2005690	40.30	2005691	40.30	2005692	97.03	2005693	97.03
2005694	103.16	2005695	103.16	2005696		2005697	98.08	2005698	0.00
2005699	0.00	2005700	0.00	2005701		2005702	98.92	2005703	84.45
2005704	98.92	2005705	84.45	2005706		2005707	110.30	2005708	
2005709	66.01	2005710	131.59	2005711	131.59	2005712	50.93	2005713	257.56
2005714	0.00	2005715	0.00	2005716	0.00	2005717	0.00	2005718	129.49
2005719	129.49	2005720	0.00	2005721	115.57	2005722		2005723	71.44
2005726	33.31	2005727	67.01	2005728	0.00	2005729	118.49	2005730	
2005731	0.00	2005732	0.00	2005733	1.33	2005734	1.07	2005737	0.01
2005738		2005739	84.09	2005740	115.99	2005741	115.99	2005742	23.90
2005743	23.90	2005745	33.14	2005746	0.01	2005747	44.93	2005748	40.02

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2005749	40.21	2005750	48.27	2005751	26.56	2005752	15.32	2005753	52.27
2005754	60.54	2005755	3.64	2005756	40.44	2005757	39.25	2005758	73.48
2005759	73.48	2005760	62.38	2005761	45.70	2005762	44.35	2005763	60.42
2005764	58.64	2005765	58.64	2005766	0.00	2005767	0.00	2005768	0.00
2005769	0.00	2005770	0.00	2005771	0.00	2005772	115.56	2005773	89.11
2005774		2005775		2005776	24.93	2005777	24.93	2005778	61.08
2005779	61.08	2005780	64.33	2005781	95.47	2005782	88.57	2005784	65.21
2005785		2005786	67.29	2005787	18.98	2005789	66.69	2005791	103.87
2005793		2005798		2005799		2005801	178.76	2005803	92.92
2005806		2005807	210.42	2005809	63.11	2005811	58.70	2005812	52.40
2005813	63.04	2005814	60.74	2005815	9.42	2005816	0.00	2005817	287.71
2005818	0.22	2005819	77.57	2005820	88.18	2005821	85.58	2005822	
2005823	92.54	2005824	35.50	2005825	35.50	2005826	41.26	2005827	32.52
2005828	191.12	2005829	77.12	2005830	48.79	2005831	47.35	2005832	58.20
2005833	58.20	2005834		2005835		2005836	37.08	2005837	35.99
2005838	93.74	2005839	23.09	2005840	48.32	2005841	46.90	2005842	45.61
2005843	44.27	2005844	32.31	2005845	33.29	2005846	45.38	2005847	45.38
2005848	44.80	2005849	44.80	2005850	71.64	2005851	8.59	2005852	32.29
2005853	32.29	2005855	108.59	2005857	0.00	2005859	112.28	2005862	81.78
2005864	65.98	2005866		2005868		2005869		2005870	108.29
2005871		2005876	33.95	2005884	52.55	2005886		2005907	0.00
2005909	61.22	2005913	66.13	2005914	0.10	2005916	48.52	2005918	48.52
2005919	48.52	2005920	48.52	2005921	0.00	2005923	32.04	2005924	99.20
2005926	109.99	2005927	0.00	2005928		2005929		2005930	80.89
2005931	108.60	2005932	155.60	2005933		2005934		2005935	147.91

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2005936	241.75	2005937	24.99	2005941	0.00	2005947	0.06	2005948	38.15
2005949	38.15	2005950		2005951		2005952		2005953	
2005954		2005955		2006003		2006004		2006005	
2006007	52.30	2006008	50.76	2006009	115.66	2006010		2006011	105.86
2006013	65.33	2006014	65.33	2006016	50.76	2006017	136.12	2006018	136.12
2006019		2006020	0.00	2006021	0.00	2006023	81.50	2006025	
2006026	63.22	2006027	63.22	2006028	70.40	2006029	70.40	2006030	29.14
2006031	30.03	2006032	0.00	2006152	50.59	2006153		2006176	123.38
2006177	153.88	2006178	123.38	2006179	153.88	2006218	115.63	2006224	
2006234		2006235	151.61	2006248	67.34	2006251	26.31	2006252	26.31
2006253	49.71	2006254	49.71	2006262	2.06	2006263	124.95	2006264	119.42
2006265		2006266	175.24	2006269		2006270	120.41	2006271	
2006272	89.69	2006273		2006274	101.36	2006275	7.01	2006276	90.16
2006277		2006278	101.86	2006279		2006280	135.00	2006281	103.60
2006282	103.60	2006283	0.00	2006284	56.01	2006285	56.01	2006286	100.48
2006287	100.48	2006288	0.03	2006289	0.05	2006290	57.58	2006291	57.58
2006292	0.00	2006293	31.00	2006294	31.00	2006297	0.00	2006298	
2006299	33.85	2006300	39.75	2006301	69.60	2006302		2006304	
2006305	22.63	2006306		2006307	55.22	2006308		2006309	222.39
2006310	74.66	2006311	74.66	2006312	76.99	2006313	76.99	2006314	61.41
2006315	59.60	2006319	116.74	2006320	116.74	2006321		2006322	
2006323		2006324		2006325		2006326		2006327	
2006328		2006329	0.00	2006330	0.00	2006331		2006332	
2006333	0.00	2006334	0.00	2006335		2006336		2006337	
2006338		2006339		2006340		2006342	29.70	2006343	

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2006344	89.26	2006345	90.15	2006346	90.15	2006347	70.36	2006348	
2006349	188.73	2006350		2006351	57.97	2006352		2006353	72.58
2006354	55.10	2006355	53.48	2006356	68.26	2006358	34.41	2006359	98.45
2006360	89.35	2006361		2006362	90.11	2006363		2006364	119.21
2006365	35.50	2006366	36.58	2006367	76.47	2006368	76.47	2006369	94.20
2006370	94.20	2006371		2006372	73.74	2006373	0.00	2006374	109.01
2006375	0.00	2006376	0.00	2006377		2006378	0.00	2006379	164.26
2006380	98.67	2006381		2006382	101.03	2006383	114.73	2006384	114.73
2006385	65.68	2006386	67.67	2006387		2006388	32.66	2006389	
2006390	96.93	2006391	93.31	2006392	93.31	2006393		2006394	123.91
2006395		2006396	99.92	2006397	0.00	2006398	286.32	2006399	
2006402	243.22	2006403	74.29	2006404		2006405	108.52	2006409	
2006410	119.04	2006411	114.49	2006412		2006413	119.38	2006414	75.73
2006415	78.02	2006416	105.68	2006417		2006418	123.74	2006419	
2006420	100.42	2006421		2006422	128.19	2006423	96.19	2006424	96.19
2006427	67.40	2006428	31.82	2006429	70.63	2006430		2006431	52.40
2006434		2006435	74.10	2006436		2006437	106.69	2006438	
2006439	106.29	2006440		2006441	213.16	2006444	144.77	2006445	
2006446		2006447	193.91	2006448	70.04	2006449	72.16	2006450	155.28
2006451	155.28	2006452		2006453	25.05	2006454		2006455	87.47
2006457	50.24	2006458	50.24	2006459	72.78	2006460	23.84	2006461	60.17
2006462	60.17	2006463	117.10	2006464	117.10	2006466	82.08	2006467	
2006468	193.13	2006469		2006470	73.38	2006471		2006472	256.07
2006473		2006474	34.90	2006475		2006476	135.31	2006478	0.00
2006479	80.47	2006480	91.86	2006481	108.56	2006482	108.56	2006483	95.11

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2006491		2006492	81.56	2006493		2006494	91.10	2006495	
2006496	206.26	2006497	0.00	2006498	147.60	2006499		2006500	171.26
2006501		2006502	36.97	2006504	41.86	2006512	102.42	2006513	89.31
2006514	89.31	2006515	166.64	2006516	166.64	2006517		2006518	57.30
2006519	107.48	2006520	107.48	2006521	210.12	2006522	210.12	2006523	
2006524	43.51	2006525	0.00	2006526	61.14	2006527	65.63	2006528	20.96
2006529	20.96	2006530		2006531	316.10	2006532	40.26	2006533	41.48
2006534	128.40	2006535	98.37	2006536	98.37	2006538	71.13	2006539	
2006540	94.05	2006541	94.05	2006542	96.90	2006545	96.84	2006546	
2006547	123.26	2006548		2006549	138.21	2006555	128.86	2006557	45.99
2006559		2006560	87.05	2006561	87.05	2006562	54.26	2006563	233.39
2006564	66.54	2006565		2006566		2006567	0.00	2006570	125.25
2006571	125.25	2006574	92.47	2006575	92.47	2006576	121.50	2006577	121.50
2006578		2006579	202.91	2006580	81.53	2006581	81.53	2006585	110.71
2006587	121.76	2006588	121.76	2006589	73.69	2006590		2006591	
2006592		2006593		2006594	101.83	2006595		2006596	50.53
2006597	23.14	2006598	49.04	2006599	23.14	2006601	0.10	2006602	121.76
2006604	1.46	2006605	43.04	2006606	43.04	2006608	6.71	2006609	
2006610	125.69	2006611		2006612	176.91	2006613		2006614	
2006615	88.29	2006617	45.99	2006622	78.22	2006623	552.00	2006624	66.60
2006625		2006626	193.73	2006627	41.48	2006628	41.48	2006629	42.73
2006630	48.91	2006631	98.00	2006632	37.47	2006633	128.86	2006635	104.95
2006637	87.49	2006643	84.91	2006644	77.67	2006645	77.67	2006646	142.55
2006647	142.55	2006648	73.25	2006649	47.45	2006653		2006654	
2006655		2006656		2006659	63.18	2006662	47.45	2006668	43.13

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2006669	43.13	2006670	55.22	2006673	101.05	2006675	98.31	2006678	68.13
2006679	36.10	2006684		2006685		2006686		2008001	187.30
2008002	35.50	2008003	99.55	2008005	98.21	2008008	38.09	2008009	117.59
2008011	84.74	2008012	86.29	2008016	62.51	2008017	69.15	2008018	182.51
2008026	47.71	2008027	77.46	2008030	36.37	2008031	36.37	2008032	37.47
2008033	34.74	2008034	102.04	2008037	103.16	2008038	89.52	2008039	78.20
2008040	89.57	2008041	54.34	2008042	54.34	2008046	42.58	2008048	46.69
2008050	37.91	2008129	0.00	2008130	0.00	2008137	0.14	2008139	126.73
2008141	0.90	2008142	82.74	2008143	82.74	2008144	35.93	2008145	35.93
2008146	16.64	2008147	16.64	2008148	35.25	2008149	35.25	2008150	79.06
2008153	47.23	2008154	47.23	2008155		2008156		2008157	
2008161	101.24	2008163	64.38	2008164	95.26	2008165		2008166	85.71
2008167	85.71	2008168		2008169	51.09	2008172	66.56	2008173	66.56
2008174	0.00	2008176	0.76	2008177		2008178		2008180	97.00
2008181	97.00	2008182	51.67	2008183	51.67	2008185	86.46	2008186	45.85
2008187	80.71	2008188	270.36	2008189	259.14	2008190	165.63	2008191	232.05
2008192	220.36	2008193	174.97	2008195	67.62	2008196	60.67	2008197	47.65
2008198	113.38	2008199		2008203		2008204		2008207	335.78
2008213	83.88	2008214	61.58	2008215	61.58	2008216	56.63	2008220	6.34
2008221	6.34	2008222	6.34	2008223		2008224		2008225	
2008226	0.00	2008229	16.64	2008230	16.64	2008231	16.64	2008235	75.85
2008238	83.54	2008239	7.31	2008240	74.69	2008241	35.02	2008243	26.64
2008251	137.94	2008252	136.98	2008254	80.14	2008257		2008258	71.44
2008262	0.10	2008266	53.74	2008270	35.02	2008271	35.02	2008272	32.20
2008273	32.20	2008274	34.26	2008275	34.26	2008276	35.02	2008277	32.20

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2008283	35.30	2008285	54.08	2008286	54.08	2008287	65.26	2008288	65.26
2008289	61.48	2008290	42.16	2008291	123.12	2008292	23.09	2008295	
2008297	34.52	2008298	50.59	2008299	56.56	2008302	86.83	2008306	315.62
2008307		2008308	65.21	2008309		2008310	67.29	2008317	102.42
2008318		2008319	104.45	2008320	0.00	2008321		2008322	104.45
2008326		2008336	98.40	2008342		2008344	91.23	2008345	
2008346		2008347		2008348	93.25	2008349	0.20	2008350	86.29
2008351		2008355	98.85	2008358		2008359	86.61	2008360	
2008361	86.43	2008362		2008363	81.81	2008364	81.81	2008365	110.71
2008366		2008376	97.94	2008377	1.69	2008378	80.00	2008379	
2008380	176.42	2008381	206.50	2008383		2008384		2008385	153.61
2008386	69.14	2008388		2008389	15.77	2008390	0.01	2008391	0.00
2008392	18.87	2008397	92.41	2008398		2008399	108.07	2008400	
2008401	108.07	2008403	0.68	2008404		2008405		2008406	92.41
2008407	78.96	2008408		2008410	117.44	2008411	78.96	2008412	
2008413	0.14	2008414	117.44	2008418		2008419		2008420	80.81
2008422	66.69	2008423	68.71	2008425	75.73	2008427	175.24	2008428	138.21
2008429	108.11	2008431		2008432		2008433	89.11	2008434	
2008435	149.55	2008436	100.78	2008437	0.16	2008438	106.84	2008439	
2008440		2008441		2008442	0.46	2008443		2008444	19.31
2008446	87.87	2008447	71.32	2008448	112.40	2008449	146.01	2008450	106.82
2008451	77.70	2008452	26.17	2008453		2008454		2008455	110.67
2008456	108.01	2008457	26.17	2008458	108.01	2008459	110.67	2008460	
2008461	9.39	2008462	9.39	2008463	9.67	2008464		2008465	102.37
2008466	102.37	2008467	102.57	2008468		2008469	85.57	2008470	

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2008471		2008472		2008473	86.05	2008474	61.86	2008475	
2008476	6.36	2008477		2008478	86.05	2008479	92.00	2008480	61.86
2008481	63.74	2008482	6.82	2008484	68.81	2008485		2008486	68.81
2008499		2008500		2008502	34.90	2008503	100.37	2008504	27.51
2008516	89.33	2008517		2008525	88.35	2008526		2008527	87.47
2008528	163.44	2008529	0.00	2008531		2008532		2008535	
2008536		2008537		2008539	36.47	2008551	126.86	2008552	105.68
2008553	123.74	2008556	100.42	2008566	95.02	2008567	0.00	2008571	119.21
2008574	99.92	2008576	641.37	2008578		2008579		2008580	
2008581	121.66	2008582		2008583		2008584	194.32	2008590	0.16
2008591	0.00	2008593	36.48	2008594		2008595	100.36	2008596	
2008597		2008599	279.60	2008600		2008601		2008602	92.10
2008610	2.48	2008612		2008613	44.61	2008614	72.58	2008615	
2008616	103.06	2008617	44.61	2008620	6.54	2008621	90.46	2008623	0.00
2008624	90.46	2008626	108.24	2008627	111.79	2008628		2008629	111.79
2008631		2008632	5.23	2008637		2008638	101.05	2008639	100.57
2008640		2008641	102.57	2008642		2008644	34.41	2008645	
2008648		2008649	147.91	2008654	62.74	2008655		2008657	
2008658	83.38	2008660	120.32	2008661	106.68	2008662	68.49	2008663	208.08
2008668		2008669	101.86	2008670	18.31	2008671	122.05	2008677	0.00
2008678		2008679	84.25	2008680		2008681		2008682	
2008683	70.33	2008684	70.33	2008687	107.69	2008688	112.64	2008689	106.65
2008690		2008692	46.94	2008705	70.76	2008706	70.76	2008707	109.61
2008708		2008709	109.61	2008710	51.72	2008711		2008718	
2008719		2008720	84.91	2008721		2008722		2008723	

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2008724	128.40	2008725	149.68	2008727	64.10	2008728		2008729	64.10
2008730		2008731		2008732	103.86	2008734	121.51	2008735	176.20
2008736		2008737		2008738	127.29	2008739		2008740	
2008741	101.80	2008742	101.80	2008743		2008744	5.88	2008745	95.72
2008746		2008747	94.45	2008748	87.17	2008749	71.14	2008750	89.67
2008751		2008752		2008753	71.14	2008754	89.67	2008763	
2008764	86.37	2008765	0.02	2008766	129.45	2008767	108.47	2008768	88.80
2008769	86.37	2008770		2008772	0.00	2008773		2008774	
2008775	87.28	2008776	87.28	2008777		2008778	96.33	2008779	
2008781	27.58	2008782	27.58	2008784	58.82	2008788		2008789	112.28
2008792	113.96	2008793		2008794		2008795	169.64	2008798	97.44
2008799		2008800	102.32	2008801	102.32	2008802		2008803	85.41
2008806	198.79	2008807		2008809	206.43	2008810	182.07	2008811	
2008812	103.87	2008813	93.86	2008818		2008821		2008822	
2008823	79.32	2008824	76.17	2008825	76.17	2008826	79.32	2008827	
2008828	66.13	2008829		2008830	96.84	2008834		2008835	39.81
2008836	100.90	2008837	33.66	2008838	83.57	2008839	33.66	2008840	
2008841		2008842		2008843	100.90	2008844		2008845	0.46
2008846		2008847	83.57	2008848		2008849		2008855	
2008863	67.86	2008864	65.87	2008865		2008869	61.96	2008870	0.00
2008871	98.80	2008874		2008876	79.57	2008879		2008880	
2008886		2008887	63.18	2008888	65.10	2008889	19.15	2008890	
2008891	3.99	2008892	1.08	2008893	69.51	2008894	47.25	2008895	
2008896	69.51	2008897	4.19	2008898		2008899	83.79	2008902	0.04
2008903	204.27	2008904	97.66	2008908		2008909		2008910	115.63

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2008911	39.65	2008915		2008916	103.02	2008917	103.02	2008918	104.51
2008919	77.70	2008920		2008921		2008922	14.39	2008928	
2008929		2008932	82.41	2008933		2008934		2008935	82.41
2008938	120.41	2008939	95.83	2008940	95.83	2008942	121.13	2008943	
2008944		2008945		2008946		2008947	83.26	2008948	
2008949	83.26	2008954		2008955	87.97	2008956	87.97	2008961	
2008962	11.09	2008963	11.09	2008964		2008965	84.19	2008967	0.05
2008968		2008973	42.83	2008974	71.42	2008975	276.99	2008977	
2008978	98.23	2008979		2008983		2008984	125.43	2008985	81.16
2008986	81.16	2008988	98.85	2008989		2008990		2008992	108.89
2008993		2008994		2008995	0.36	2008996	0.36	2008998	89.27
2009002	53.48	2009003	64.13	2009004	143.77	2009005		2009015	
2009019		2009020	70.12	2009021	70.12	2009022		2009023	37.31
2009025	627.00	2009026		2009043	26.17	2009044	0.00	2009045	31.78
2009047		2009048	59.00	2009049	94.07	2009050	68.86	2009051	70.93
2009052		2009053		2009054		2009055	105.64	2009057	168.56
2009065	0.00	2009067	119.37	2009069	0.00	2009072	109.01	2009082	
2009083	138.42	2009084	100.38	2009085	11.82	2009086	0.00	2009087	68.29
2009088		2009089	95.35	2009090	95.35	2009091		2009093	
2009094		2009095	81.83	2009096		2009104	75.44	2009105	46.78
2009106		2009107		2009108	66.33	2009110	9.36	2009111	
2009112		2009113	0.00	2009114	0.00	2009115		2009118	0.00
2009120	174.33	2009121	226.76	2009122		2009123	108.34	2009131	
2009132		2009133		2009134		2009135		2009136	202.89
2009137		2009139		2009140	69.15	2009141	95.98	2009142	

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2009143		2009144		2009145		2009146	51.01	2009147	41.86
2009148		2009150		2009151		2009153		2009154	144.77
2009157	129.65	2009158	105.84	2009163	9.85	2009164		2009165	
2009166		2009167	84.08	2009171	91.17	2009172	21.93	2009173	91.17
2009196	59.27	2009197		2009199	73.38	2009200		2009205	36.97
2009206	0.67	2009207	35.97	2009208	97.59	2009209	35.97	2009210	97.59
2009211		2009212	63.08	2009213	0.00	2009214		2009216	191.30
2009217	231.03	2009218		2009219	56.05	2009220	56.05	2009221	3.41
2009222	84.85	2009223	82.08	2009224		2009228	303.75	2009229	
2009230	135.31	2009231	102.44	2009233		2009234	284.96	2009235	261.62
2009237	90.11	2009241		2009242		2009243	0.00	2009245	89.10
2009246	109.40	2009247	187.89	2009249	99.64	2009250		2009251	
2009255	104.75	2009256		2009257		2009262		2009266	99.16
2009267		2009269	100.15	2009270	56.24	2009271	17.76	2009274	
2009275	54.62	2009276	51.95	2009277	70.60	2009292	116.63	2009295	
2009296		2009297		2009300	67.97	2009301	29.72	2009302	
2009303		2009304		2009305	45.04	2009306	110.30	2009310	101.95
2009311		2009313	68.89	2009314	81.56	2009315	325.37	2009342	65.65
2009348	232.84	2009353		2009355		2009356	101.44	2009357	101.44
2009364	7.55	2009365	46.69	2009373		2009374	16.20	2009375	
2009378	60.21	2009379	63.25	2009380	63.25	2009381		2009403	82.05
2009404	66.39	2009405		2009406		2009414	57.42	2009415	57.42
2009416	57.42	2009417	57.42	2009418	27.05	2009419		2009424	27.05
2009425		2009428	103.47	2009451		2009452	120.26	2009456	
2009457	16.84	2009458	31.62	2009460	0.43	2009461	0.00	2009462	

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2009463	189.55	2009464	296.07	2009465	96.98	2009466		2009467	0.00
2009468	157.24	2009469		2009470		2009471	100.40	2009472	123.26
2009476	2.22	2009477	34.48	2009478	103.29	2009486		2009487	46.57
2009499		2009503	108.52	2009509		2009511		2009515	
2009517	0.00	2009521		2009522		2009523	29.14	2009525	
2009526	48.45	2009532		2009533		2009536	96.93	2009537	97.71
2009538		2009539	65.68	2009541	32.66	2009542	84.25	2009544	7.50
2009546		2009547		2009549	163.53	2009550	33.95	2009563	
2009564		2009565		2009567	190.41	2009570		2009571	
2009572	86.83	2009573	105.56	2009574	88.58	2009576	95.59	2009577	92.73
2009578		2009587	156.79	2009588	93.15	2009603		2009604	
2009605	81.63	2009606	47.50	2009609	59.38	2009617	0.00	2009655	
2009657		2009668		2009681	167.10	2009686	81.92	2009688	52.47
2009698	77.60	2009699		2009700		2009701	95.26	2009702	44.33
2009703	64.38	2009704		2009705	99.40	2009719		2009720	
2009721	43.80	2009724		2009739	90.44	2009741	99.55	2009742	
2009743	86.93	2009744		2009754	111.91	2009755		2009770	
2009771	119.53	2009788	70.04	2009795	32.18	2009798		2009799	10.71
2009800	78.60	2009801		2009804	0.17	2009816	77.65	2009817	
2009818	0.60	2009819	151.72	2009820		2009821		2009823	
2009824		2009825		2009826		2009831		2009833	
2009834	118.36	2009835		2009836		2009846	70.19	2009864	
2009865	0.04	2009866		2009867	0.00	2009876		2009905	115.68
2009906	135.00	2009928		2009932	117.59	2009933		2009934	107.59
2009935		2009940	0.00	2009944	0.01	2009945	162.35	2009946	21.95

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2009947	0.00	2009948	161.81	2009959		2009992		2009993	
2009999	0.00	2010005	105.93	2010006	265.02	2010007	100.67	2010008	88.29
2010009	99.52	2010010	0.00	2010011	0.00	2010013		2010014	99.17
2010015	82.69	2010016	77.65	2010017	80.60	2010018	84.09	2010019	100.53
2010020	100.53	2010025		2010045	39.06	2010046	27.00	2010047	49.74
2010057	86.17	2010088	101.36	2010089	90.16	2010090	89.69	2010110	115.57
2010111	136.98	2010112	137.94	2010117		2010118		2010119	
2010120	98.12	2010180	62.72	2010188	76.60	2010190		2010201	
2010209		2010210	30.07	2010213	193.39	2010216	87.29	2010217	
2010218	0.00	2010219	59.79	2010231		2010234		2010235	
2010236	83.24	2010237	134.70	2010240	14.35	2010245	0.00	2010246	
2010249	1.12	2010261		2010262	168.10	2010263	23.46	2010270	0.00
2010272	15.54	2010292	106.45	2010294		2010295	79.29	2010312	
2010314	91.10	2010328	0.00	2010329	0.00	2010330	0.00	2010334	2.52
2010335	79.76	2010340	67.00	2010353	54.42	2010354	338.73	2010355	
2010356		2010363	248.30	2010364		2010365		2010396	83.09
2010397	83.09	2010400	159.13	2010401	128.91	2010402	72.27	2010404	188.39
2010405	27.42	2010433	51.94	2010442	44.74	2010448	67.34	2010466	
2010499		2010500		2010510		2010521	107.39	2010543	107.27
2010544	107.27	2010546	78.79	2010547		2010548		2010549	81.50
2010550	162.00	2010558		2010559	72.00	2010560	72.00	2010561	70.92
2010568		2010587		2010590		2010597	5.54	2010618	291.84
2010619		2010622	90.88	2010628		2010629	112.60	2010648	
2010674		2010675		2010676	105.42	2010677	117.58	2010686	3.07
2010696	87.63	2010705	2.86	2010719	32.19	2010723	89.57	2010725	35.99

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2010732	109.84	2010754	40.79	2010755	62.76	2010786	0.00	2010787	
2010788	61.22	2010789	118.42	2010790	9.89	2010815		2010820	92.54
2010821	71.15	2010822	34.96	2010823	4.11	2010833		2010840	
2010843		2010846	103.32	2010847		2010853		2010854	97.42
2010855	97.42	2010878	66.39	2010881	23.16	2010888	65.63	2010903	23.74
2010904	17.95	2010906	60.30	2010919	62.49	2010929	67.93	2010930	
2010939	54.27	2010940	63.64	2010970	163.11	2010971	1.97	2010973	
2010974	117.44	2010985	170.77	2011003	27.35	2011004	3.21	2011005	1.28
2011006	118.79	2011007	0.00	2011008	123.21	2011009		2011012	0.00
2011020	121.60	2011021	69.24	2011039		2011052		2011053	
2011125	123.69	2011129	14.92	2011131	32.77	2011133		2011136	
2011137	54.06	2011142		2011156	47.00	2011157	85.00	2011158	25.27
2011159	34.57	2011160	35.62	2011161	47.00	2011162	26.04	2011163	73.40
2011173		2011180	0.04	2011199		2011200	106.67	2011201	
2011217		2011220	48.38	2011221		2011222		2011272	
2011285		2011299		2011325	31.78	2011326	42.58	2011331	0.00
2011332		2011333	75.85	2011336	1.25	2011339	14.92	2011386	2.12
2011409		2011410	109.85	2011411	43.94	2011412	117.33	2011413	
2011414		2011422	171.24	2011423		2011424		2011425	86.92
2011426	88.19	2011455	0.00	2011457		2011458	69.97	2011459	72.44
2011472		2011559		2011569	1.34	2011570	56.96	2011580	34.78
2011581	35.83	2011588	10.67	2011589	79.85	2011592		2011597	
2011598	79.85	2011605		2011606	72.59	2011608	55.44	2011609	55.44
2011621	125.43	2011632		2011634	231.52	2011640	123.91	2011676	
2011677	62.57	2011680		2011681		2011708	225.58	2011709	89.91

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2011713	4.76	2011719	0.00	2011720	6.08	2011725	0.00	2011742	482.48
2011759		2011796		2011797	144.10	2011798	105.42	2011799	
2011800		2011802		2011805		2011806		2011808	
2011809		2011810		2011816		2011817		2011818	102.17
2011820	145.06	2011821		2011822		2011877	345.16	2011878	259.49
2011879		2011880		2011895		2011896	90.17	2011897	0.00
2011900		2011913	259.07	2011923	21.74	2011924		2011925	22.40
2011926	42.80	2011928		2011939		2011944	105.86	2011945	105.86
2011981	0.18	2011982		2011983	98.49	2012001		2012002	
2012011	1.29	2012026	0.00	2012030	68.57	2012031	456.72	2012032	56.09
2012033	68.57	2012045	247.79	2012046		2012047		2012100	103.15
2012101		2012103	119.04	2012143	80.27	2012144		2012154	
2012155	76.75	2012156		2012157	96.45	2012158		2012163	35.13
2012164		2012166	35.13	2012184	116.49	2012187	101.50	2012188	
2012189	61.60	2012223	6.82	2012226	84.74	2012227		2012228	96.74
2012229	92.43	2012249	110.29	2012250	110.29	2012267	67.18	2012289	
2012290	79.04	2012291	87.39	2012292		2012293	62.10	2012294	62.10
2012295	65.98	2012296	81.16	2012297	81.16	2012298	82.59	2012299	207.46
2012300	92.66	2012314		2012348	34.59	2012349	235.76	2012373	21.93
2012374	591.84	2012375	60.26	2012376	314.54	2012377	176.43	2012378	194.34
2012379		2012380	86.59	2012381		2012382	61.78	2012408	51.72
2012418	0.00	2012437	37.12	2012438		2012446	93.04	2012447	
2012448	75.03	2012449	43.51	2012450	201.81	2012451	48.97	2012453	
2012461	87.87	2012462		2012463		2012524	96.60	2012525	
2012530	96.65	2012537	0.00	2012539	226.70	2012540	46.81	2012541	65.15

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2012587	117.86	2012588	105.36	2012589		2012597		2012598	75.42
2012599	104.69	2012600	57.72	2012601	26.09	2012602	104.69	2012608	
2012609	100.48	2012610		2012611	100.48	2012628		2012636	
2012637	38.53	2012638	38.53	2012640	94.63	2012641	80.88	2012643	122.80
2012645		2012647		2012648		2012665	0.00	2012666	0.20
2012667		2012668	169.47	2012669		2012670		2012671	25.93
2012672	61.97	2012673	61.97	2012676	90.85	2012679		2012699	
2012887		2012920	1.29	2012935	0.08	2013052	72.46	2013164	108.11
2013185		2013186		2013187		2013188	103.06	2013241	
2013242		2013249	192.06	2013252	44.41	2013253		2013254	62.74
2013267	8.98	2013306	101.03	2013308	134.96	2013311	103.10	2013316	63.86
2013319	43.87	2013321		2013322	0.00	2013323		2013328	45.37
2013329	98.85	2013330		2013331	42.00	2013332	49.92	2013339	206.09
2013340	104.51	2013341	45.16	2013342	102.19	2013344	121.66	2013345	92.43
2013346	96.74	2013347	100.36	2013350	148.25	2013351	148.25	2013363	45.95
2013364	100.15	2013365	257.13	2013366	79.57	2013373		2013375	37.12
2013377	0.00	2013380	0.00	2013381	25.77	2013382	97.71	2013388	104.01
2013389	68.89	2013390	37.31	2013406	116.74	2013410	76.75	2013411	96.45
2013415	96.54	2013416	87.76	2013418	79.04	2013432	196.92	2013440	106.84
2013441	128.72	2013442		2013443	118.96	2013444	109.99	2013445	0.50
2013447	113.96	2013448	70.90	2013449	89.33	2013450	234.91	2013451	188.06
2013457	48.44	2013461	173.83	2013462	110.52	2013464	0.00	2013465	81.47
2013466	201.59	2013505	215.51	2013506	84.19	2013508	157.06	2013510	90.17
2013511	51.01	2013512	55.95	2013513	97.44	2013514	98.49	2013517	274.79
2013518	29.99	2013520		2013522	43.00	2013524	47.98	2013525	

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2013526	119.37	2013527	94.63	2013528	65.17	2013529	61.70	2013530	59.38
2013531	66.11	2013532	34.78	2013533	58.98	2013534	63.09	2013535	46.46
2013536	54.86	2013537	158.89	2013538	297.38	2013539	153.16	2013541	94.71
2013542	97.29	2013543	105.36	2013544	93.15	2013547	49.86	2013548	
2013549	75.42	2013550	123.10	2013551	22.19	2013552	86.17	2013553	81.92
2013554	25.27	2013555	88.42	2013556	84.00	2013557	104.97	2013559	97.86
2013561	107.88	2013563	0.00	2013567	47.50	2013568	92.00	2013569	96.98
2013570	85.57	2013572	40.26	2013573	23.86	2013574	115.87	2013575	115.87
2013576	141.96	2013577	0.00	2013579	107.16	2013581	36.48	2013582	200.38
2013584	27.51	2013585	100.37	2013586	70.93	2013587	180.64	2013588	185.33
2013594	63.45	2013596		2013597	272.51	2013599		2013606	0.00
2013607	7.00	2013610	75.39	2013612	45.75	2013613	53.72	2013614	59.96
2013615	48.38	2013616	23.46	2013618		2013622	7.91	2013623	58.26
2013624		2013625	0.00	2013626	42.59	2013627	90.44	2013628	59.43
2013629	83.30	2013630	83.30	2013631	44.33	2013632	3.55	2013633	66.96
2013635	89.10	2013637	75.51	2013638	56.35	2013639	47.63	2013640	16.17
2013641	56.35	2013642	53.06	2013643	53.06	2013644	50.09	2013645	53.76
2013653	118.04	2013654	0.00	2013656	0.00	2013657	86.01	2013658	43.38
2013663		2013664	71.13	2013665	83.39	2013668	115.68	2013669	37.91
2013670	23.90	2013671	59.38	2013672	54.86	2013673	62.57	2013674	65.17
2013675	61.70	2013676	66.11	2013677	34.78	2013678	58.98	2013679	63.09
2013680	46.46	2013683	65.89	2013684	34.48	2013685	47.59	2013686	87.87
2013688	122.80	2013690	330.01	2013692	72.12	2013693	0.00	2013694	26.17
2013695	98.80	2013699	17.20	2013701	156.08	2013705	89.11	2013706	107.69
2013708	19.31	2013711	23.90	2013712	56.63	2013713	80.42	2013714	32.90

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2013715	53.98	2013719	11.75	2013720	20.69	2013721	42.45	2013722	35.73
2013724	40.76	2013725	40.76	2013728	0.01	2013730	52.79	2013731	54.73
2013734	78.42	2013744		2013745		2013746	49.01	2013747	44.41
2013748	52.14	2013749	35.50	2013750	20.00	2013751	47.35	2013752	34.57
2013753	59.60	2013754	25.27	2013755	52.30	2013756	226.10	2013760	51.25
2013761		2013762	82.59	2013774	63.64	2013779	145.18	2013780	181.09
2013781	129.36	2013782	23.74	2013784	0.00	2013787	0.58	2013788	0.00
2013789	0.00	2013790	0.15	2013791	257.74	2013795	231.44	2013796	1.52
2013797	197.19	2013798	88.35	2013800	164.82	2013801	36.47	2013802	1.25
2013803	70.54	2013804	38.09	2013805	26.49	2013806	26.49	2013807	26.49
2013808	26.49	2013809	31.80	2013810	31.80	2013811	27.25	2013812	27.25
2013813	28.08	2013814	24.75	2013815	0.06	2013817	105.96	2013819	45.43
2013820	68.13	2013821	53.64	2013822	53.64	2013823	8.59	2013824	45.43
2013826	101.50	2013827	55.94	2013829	67.62	2013830	60.67	2013831	51.82
2013832	0.02	2013833	46.66	2013836	23.16	2013837	78.20	2013838	89.27
2013839	0.01	2013840	66.96	2013841	70.65	2013842	61.96	2013843	105.64
2013845	85.41	2013847	97.04	2013848	102.52	2013850	31.23	2013851	31.23
2013852	15.80	2013853	15.80	2013854	16.28	2013855	53.74	2013856	121.76
2013858	116.47	2013859	188.69	2013860	42.58	2013862	61.48	2013863	96.59
2013864	96.59	2013866	153.19	2013867	0.36	2013868	27.95	2013873	66.87
2013874	66.87	2013875	80.81	2013877	11.70	2013878		2013879	63.80
2013880	63.80	2013881	65.73	2013882	87.77	2013884	0.00	2013886	95.72
2013887	100.38	2013888	138.42	2013890	143.66	2013891	103.10	2013892	61.98
2013893	81.34	2013894		2013895	99.16	2013896	58.82	2013902	
2013905	53.76	2013906	0.00	2013907	182.06	2013908		2013909	35.50

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2013910		2013911		2013912		2013913	116.74	2013914	39.65
2013915	45.04	2013916	203.13	2013925	90.45	2013927	1.23	2013928	209.22
2013929	89.28	2013931	120.26	2013932	54.27	2013934	0.00	2013935	0.00
2013937	100.50	2013938	100.57	2013941		2013943	23.84	2013944	47.67
2013945		2013946	25.34	2013947	29.86	2013948	26.64	2013949	117.39
2013950	68.90	2013952	36.32	2013953	17.15	2013954	37.02	2013955	
2013956		2013957	36.15	2013958	117.39	2013959	65.87	2013960	50.09
2013962		2013965	79.06	2013966	33.61	2013967	113.38	2013969	49.09
2013970	47.65	2013974	56.56	2013975	89.26	2013977	33.61	2013982	40.03
2013983	95.59	2013986	96.23	2013987		2013994	112.96	2013995	93.43
2013996	75.73	2013997	266.28	2013998	138.11	2013999		2014000	0.08
2014001	117.44	2014002	77.70	2014003	245.13	2014004	230.67	2014005	87.98
2014007		2014012	68.62	2014013	50.81	2014014	50.81	2014015	74.29
2014016	52.35	2014017	33.71	2014018	117.33	2014019	96.33	2014020	
2014021	54.62	2014022	0.01	2014023	15.77	2014024	43.11	2014025	23.55
2014026	68.86	2014027	94.07	2014028	70.36	2014029	0.59	2014030	211.38
2014032	99.04	2014033	70.54	2014034	87.77	2014035	55.48	2014036	14.99
2014037	14.99	2014038	0.14	2014041	44.27	2014042	0.00	2014043	8.98
2014044	104.75	2014045		2014046		2014047	75.70	2014048	40.98
2014049	49.18	2014050	6.34	2014051	40.00	2014052	38.83	2014054	
2014055	96.13	2014057	67.93	2014058	75.44	2014059	66.33	2014060	0.00
2014061	0.00	2014080	0.00	2014081		2014082		2014083	
2014084		2014085		2014086		2014087		2014088	
2014090	0.43	2014091		2014092		2014093		2014100	1.81
2014102	0.26	2014103	56.27	2014105	111.69	2014106	111.69	2014107	

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2014110		2014116	0.00	2014117	0.00	2014118	77.77	2014119	77.77
2014120	82.52	2014121	82.52	2014122	44.35	2014124	107.88	2014125	83.13
2014126	92.74	2014127		2014128	201.54	2014129	107.39	2014130	217.45
2014131	195.78	2014132	147.36	2014134	73.74	2014135	51.78	2014136	73.91
2014137	104.95	2014138	72.52	2014139	92.73	2014142	65.04	2014143	108.89
2014144	0.00	2014145	150.95	2014147	186.89	2014148	118.13	2014150	105.56
2014151	276.59	2014152	93.25	2014155	37.48	2014156	83.44	2014157	59.02
2014158	87.29	2014160	67.97	2014161	174.49	2014162	128.40	2014163	91.23
2014166	1.11	2014168	103.86	2014169	0.04	2014170	29.72	2014173	
2014175	88.58	2014176	33.84	2014177	40.76	2014178	0.00	2014180	65.12
2014182	88.42	2014183	84.00	2014184	73.40	2014185	104.97	2014187	105.42
2014188	0.00	2014189	9.36	2014190	40.03	2014191	100.50	2014192	0.00
2014193	43.94	2014194	104.64	2014196	46.90	2014197	39.25	2014198	51.09
2014199	52.64	2014200		2014201	35.02	2014202	32.20	2014203	
2014204	27.95	2014205	118.37	2014206	8.06	2014207	22.76	2014208	
2014209	52.47	2014210	52.47	2014211	0.00	2014212	0.00	2014213	60.30
2014214	78.50	2014215		2014216		2014218		2014219	117.58
2014220	21.74	2014222	44.39	2014226	56.21	2014227	33.56	2014228	33.56
2014229	34.78	2014230	85.58	2014234		2014235	95.54	2014237	94.82
2014238	53.35	2014239	6.74	2014240	79.71	2014241	20.83	2014242	88.31
2014243	84.47	2014244	0.00	2014245	60.86	2014253	0.45	2014255	25.77
2014256		2014257	40.61	2014258	54.86	2014259	301.85	2014261	17.72
2014262	17.20	2014263	49.50	2014264		2014265	0.05	2014266	0.00
2014267	0.00	2014268	0.00	2014270	0.00	2014271	16.64	2014273	0.00
2014274		2014275	0.00	2014276	49.04	2014278	231.50	2014279	254.20

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2014280	132.11	2014281	279.16	2014282	191.13	2014283	346.69	2014286	111.91
2014287	59.02	2014288	0.00	2014289		2014290	0.00	2014291	34.59
2014292	161.93	2014293	112.60	2014294	90.88	2014296	84.09	2014297	73.69
2014298	123.10	2014299	24.85	2014300	87.39	2014303	24.93	2014305	52.14
2014309	0.00	2014311		2014316		2014318	0.00	2014319	9.06
2014320	0.49	2014326	24.93	2014330	63.53	2014333		2014334	84.91
2014335	66.87	2014336	39.81	2014337	65.12	2014338	84.85	2014341	116.55
2014343	115.63	2014346	71.00	2014347		2014348	99.64	2014351	104.01
2014352	94.86	2014353	83.79	2014355	33.10	2014359	204.46	2014365	
2014366		2014368		2014377		2014382	105.89	2014383	2.41
2014384	4.13	2014385	12.35	2014387	0.56	2014401		2014434	1.72
2014438		2014445	0.20	2014452		2014453	99.17	2014454	0.00
2014456	46.57	2014457		2014458	100.40	2014459	297.58	2014460	153.16
2014461	8.50	2014466	0.00	2014473		2014474		2014477	97.32
2014478	0.00	2014480	109.99	2014481	66.87	2014483		2014484	
2014485	1.73	2014487	0.93	2014488	227.34	2014490	0.00	2014494	26.60
2014495	2.54	2014500	178.20	2014502	0.01	2014503	55.06	2014504	48.35
2014505	0.01	2014506	51.90	2014507	40.09	2014508	43.95	2014509	1.67
2014511	64.61	2014512	0.23	2014520	0.02	2014521	15.71	2014523	31.60
2014524	108.29	2014527	107.59	2014528	72.35	2014530	42.44	2014531	56.54
2014532	68.66	2014535	0.01	2014537	0.05	2014538	80.15	2014543	54.66
2014544	2.86	2014548	71.94	2014549	72.50	2014550	158.89	2014551	190.79
2014552	60.07	2014554	0.08	2014555	67.29	2014556	0.00	2014557	0.15
2014559	13.95	2014560	0.50	2014561	0.12	2014562	1.23	2014563	5.09
2014564	16.76	2014565		2014567	13.87	2014574		2014575	0.01

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2014576		2014577		2014578		2014579	6.98	2014583	
2014591	0.12	2014593	0.56	2014596	0.15	2014597		2014598	0.02
2014603	90.30	2014607	0.18	2014610	0.38	2014612	29.84	2014613	0.50
2014615	0.39	2014619		2014627	2.95	2014629		2014630	
2014631		2014632		2014633		2014634		2014639	
2014640		2014641		2014645		2705000	71.85	2705004	0.08
2705006	0.00	2705007	97.90	2705008	77.83	2705010	132.90	2705011	127.29
2705012	264.06	2705014		2705015	138.78	2705016	49.00	2705017	
2705018	184.31	2705019		2705020		2705021		2705022	98.80
2705039	104.19	2705042	60.58	2705044	102.79	2705045	44.12	2705047	90.80
2705048	126.88	2705049	89.89	2705050	114.54	2705052	11.49	2705053	71.85
2705054		2705055	90.80	2705056	126.88	2705057	92.61	2705058	114.54
2705059	11.49	2705060	44.12	2705061	11.84	2705063		2705065	151.42
2705066	98.80	2705067		2705068	0.00	2705069		2705070	0.00
2705073		2705074	108.20	2705075	75.55	2705076	60.78	2705077	86.54
2705078	201.31	2705079	60.58	2705080	0.10	2705082	107.37	2705083	
2705084	98.41	2705085	120.31	2705086	120.31	2705087	102.52	2705088	102.52
2705089	0.00	2705090	0.00	2705091	37.81	2705092	37.81	2705093	0.81
2705094	136.59	2705095	73.94	2705096	73.94	2705097	83.98	2705098	83.98
2705099	47.80	2705100	112.79	2705101	75.55	2705102	97.59	2705103	0.00
2705104	0.00	2705105	97.59	2705106	164.20	2705107	0.00	2705108	0.00
2705109	0.00	2705110	8.24	2705111	101.76	2705112	125.43	2705113	101.76
2705114	97.89	2705115	134.37	2705116	144.10	2705117	144.10	2705118	81.27
2705120	76.97	2705122	155.81	2705124	41.62	2705126		2705127	
2705128	91.21	2705129	189.64	2705130	55.28	2705131	0.00	2705132	166.38

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2705133	133.89	2705134	161.24	2705135	101.07	2705136	152.78	2705137	0.00
2705138	226.47	2705139	96.20	2705140	96.20	2705141		2705143	125.05
2705147	19.26	2705148	19.26	2705149	0.00	2705150	0.00	2705151	83.98
2705152	0.00	2705153		2705154	104.93	2705155		2705156	132.90
2705157		2705158	64.07	2705159	64.07	2705160	88.05	2705161	83.83
2705162	83.83	2705163		2705164	133.46	2705165	19.40	2705166	91.44
2705167	73.21	2705168	93.55	2705169	0.00	2705170	0.00	2705171	0.32
2705172	168.45	2705173	93.55	2705174	169.96	2705175	0.00	2705176	55.94
2705177		2705178	84.06	2705179		2705180	87.50	2705181	87.50
2705182	114.96	2705183		2705184	0.00	2705185	0.00	2705186	
2705188	186.95	2705189		2705190	140.48	2705191		2705192	126.46
2705193	126.46	2705194	83.69	2705195	83.69	2705196	52.38	2705197	12.20
2705198	120.06	2705199	120.06	2705200	134.13	2705201	134.13	2705202	0.00
2705203	154.06	2705204	0.00	2705205	249.99	2705206	62.32	2705207	114.29
2705208	113.95	2705209	113.95	2705210	0.00	2705211		2705213	30.64
2705214		2705215	94.49	2705216	0.19	2705217	125.05	2705218	106.28
2705221		2705222	104.27	2705223	86.51	2705224	0.00	2705225	0.00
2705227	209.99	2705228	204.85	2705229	84.41	2705230	86.16	2705231	107.39
2705232	17.52	2705233	257.69	2705234	354.13	2705235	358.55	2705238	342.27
2705239	0.00	2705240		2705241	84.72	2705243	43.87	2705244	6.73
2705245	247.56	2705246		2705247	75.11	2705248		2705249	360.88
2705250	58.14	2705251	107.47	2705252	37.16	2705253	173.75	2705254	0.00
2705256	75.19	2705257	334.44	2705258	220.11	2705259		2705275	74.29
2705276	190.81	2705282	122.43	2705283	202.65	2705284	183.51	2705285	
2705286	0.00	2705287	70.95	2705288		2705289	161.18	2705290	199.60

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2705291	57.90	2705292	170.54	2705293	0.00	2705297	174.20	2705298	18.94
2705299	162.22	2705300	201.49	2705301	174.04	2705305	0.00	2705306	74.00
2705307	0.00	2705308	6.87	2705309	188.20	2705310		2705311	142.30
2705312	133.83	2705313	212.03	2705314	73.52	2705317		2705318	0.00
2705319	122.04	2705320		2705321	63.15	2705322		2705323	265.93
2705324	227.10	2705326	0.00	2705327	0.00	2705328		2705329	17.72
2705330	131.72	2705332	333.77	2705333		2705334	13.96	2705335	
2705336	142.83	2705337	198.26	2705338		2705339		2705340	96.73
2705341		2705342	0.00	2705343	128.17	2705344	0.00	2705345	
2705346		2705347		2705348	0.00	2705349		2705350	45.66
2705351	136.94	2705352		2705353	72.62	2705354	70.49	2705355	111.33
2705356	0.00	2705357	240.01	2705359	0.00	2705360	0.18	2705361	59.40
2705362	74.29	2705363		2705364	13.44	2705365	83.72	2705366	11.85
2705367	77.52	2705368	126.19	2705369	175.26	2705370	111.33	2705371	73.39
2705372		2705373	0.00	2705374	180.52	2705375		2705376	
2705377	98.41	2705378	153.83	2705379	0.00	2705380	0.00	2705381	
2705382	95.33	2705383	71.30	2705384		2705385	115.26	2705386	68.66
2705389		2705390		2705391		2705392	55.94	2705393	77.83
2705394	0.00	2705395	7.29	2705396	30.64	2705397		2705398	96.40
2705399	96.40	2705400	83.98	2705402	125.30	2705403		2705405	
2705406	105.88	2705407	105.88	2705408		2705409	84.33	2705410	85.53
2705411		2705413	139.32	2705414	183.83	2705415	0.00	2705416	106.11
2705417	106.11	2705418	133.74	2705420	62.93	2705421		2705422	71.16
2705423		2705424		2705425		2705426	201.37	2705427	0.00
2705428	13.19	2705429		2705430	130.93	2705431	82.80	2705432	94.49

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2705433	94.49	2705434		2705435		2705436	176.10	2705437	
2705438	105.55	2705440	181.08	2705441	84.33	2705442	140.48	2705443	107.70
2705444	81.00	2705445	3.52	2705446		2705447	96.09	2705448	
2705449	63.62	2705450		2705451	69.74	2705452	69.74	2705453	78.25
2705458	80.89	2705459	101.17	2705460	56.64	2705461		2705462	68.80
2705463	71.93	2705464	71.93	2705465	0.00	2705466		2705467	154.06
2705468	114.29	2705469	62.32	2705470	99.83	2705471	0.13	2705472	18.63
2705473	156.59	2705474	0.00	2705475	150.90	2705476	140.27	2705478	115.40
2705480	178.27	2705481	88.05	2705482	0.00	2705483		2705484	60.40
2705485	75.16	2705486	80.36	2705487	75.66	2705488	78.64	2705489	76.02
2705490	104.65	2705491	0.51	2705492	65.65	2705494	780.72	2705495	108.79
2705496	74.39	2705497	116.94	2705498	0.00	2705499	70.04	2705500	66.03
2705501	74.42	2705502	72.45	2705503	74.24	2705504	78.75	2705505	104.64
2705506	104.64	2705507	50.54	2705508	78.13	2705509	66.39	2705513	87.86
2705515		2705516	9.83	2705517	140.73	2705519		2705520	169.27
2705522	79.88	2705523		2705525		2705526	65.20	2705527	65.20
2705528	72.32	2705529	72.32	2705530	71.29	2705531	112.23	2705532	
2705533	209.40	2705534	116.67	2705536	36.81	2705537	105.03	2705539	79.97
2705540	68.80	2705541		2705542	130.93	2705543	191.40	2705544	
2705545	73.39	2705546		2705547	43.06	2705548	92.79	2705558	70.49
2705559	138.78	2705565	107.99	2705566	251.96	2705567	6.08	2705568	19.07
2705569	0.00	2705570	63.80	2705571	125.20	2705572	232.99	2705573	132.22
2705574	159.96	2705575	79.83	2705577		2705578	74.03	2705579	116.67
2705584		2705589		2705590		2705591		2705593	
2705594		2705644		2705645	125.38	2705647		2705648	

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2705649		2705651	73.46	2705659	90.62	2705660		2705668	
2705669	107.70	2705670	0.00	2705672	93.09	2705681	237.48	2705709	99.76
2705711	94.49	2705712	0.00	2705713		2705714	0.41	2705715	
2705716	125.30	2705717	104.19	2705718		2705719	108.45	2705728	
2705733	7.70	2705734	0.00	2705735		2705741	93.79	2705742	9.30
2705743	0.17	2705744	0.00	2705745	241.97	2705747	98.68	2705754	91.44
2705755	99.83	2705756	116.12	2705761	127.53	2705788	79.97	2705790	
2705797	73.54	2705798		2705799	86.54	2705800		2705805	97.90
2705830		2705846		2705848	0.53	2705850		2705853	
2705873	106.28	2705906		2705907	112.67	2705908	54.60	2705932	0.00
2706008	84.06	2706009	1.12	2706014	0.00	2706015		2706016	68.66
2706017	115.26	2706025	0.00	2706026		2706031		2706042	89.89
2706043		2706044		2706045		2706046		2706071	
2706079		2706114	0.00	2706115		2706116	130.48	2706118	82.80
2706127	273.06	2706128	81.00	2706133	173.05	2706134	114.96	2706135	91.57
2706136	90.62	2706141	92.34	2706142	78.25	2706143	90.21	2706144	129.93
2706145	142.83	2706146	86.02	2706147	107.37	2706148		2706150	7.10
2706151	129.93	2706152	89.75	2706154	75.16	2706155	79.32	2706156	79.32
2706157	68.71	2706159	0.00	2706160	148.68	2706164	80.36	2706165	79.83
2706166	74.24	2706167	78.75	2706168	72.45	2706169	74.42	2706170	79.88
2706171	75.66	2706172	78.64	2706173	76.02	2706174	0.04	2706175	221.80
2706176		2706177	84.33	2706178	85.53	2706179	133.74	2706183	0.70
2706184	108.79	2706185	129.15	2706186	132.22	2706187	74.39	2706188	110.51
2706189	36.81	2706190	116.94	2706191	117.19	2706192	142.85	2706193	21.32
2706194		2706195	0.00	2706196		2706197	73.47	2706198	73.47

WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>	WDID	<u>acft 2022</u>
2706199	71.89	2706200	71.89	2706201	74.94	2706202	74.94	2706203	72.88
2706204	72.88	2706206	93.79	2706207	86.56	2706208	174.73	2706209	
2706212	98.23	2706213	91.21	2706214	163.08	2706216	112.12	2706217	93.09
2706218	0.00	2706222	63.62	2706223	86.51	2706224	152.44	2706225	66.03
2706226	70.04	2706227	78.13	2706228	108.20	2706229	50.54	2706232	112.23
2706233	66.39	2706234	71.29	2706235	190.56	2706236	145.03	2706237	0.00
2706239	74.00	2706240	63.80	2706241	107.99	2706243	219.32	2706244	128.17
2706246		2706247		2706248	45.66	2706249	99.99	2706250	136.94
2706251	96.73	2706253		2706254	23.73	2706255	103.44	2706256	252.80
2706257	123.69	2706258	7.33	2706259	0.00	2706260	55.32	2706261	128.60
2706262	82.29	2706263	91.57	2706264	95.33	2706265	131.06	2706266	0.00
2706267	252.14	2706268	183.83	2706269	0.00	2706270	71.16	2706271	73.54
2706272	178.47	2706273	71.30	2706276	107.80	2706277	98.68	2706279	175.06
2706280	179.95	2706281	0.00	2706282	139.32	2706284	125.43	2706285	0.00
2706286	56.64	2706287	0.00	2706288	112.67	2706289	0.00	2706290	60.78
2706295	7.33	2706296	101.17	2706297	80.89	2706298	116.12	2706322	114.44
2706323		2706324	55.32	2706325	110.51	2706331	11.84	2706332	9.83
2706339	63.70	2706340		2706341		2706342		2706343	
2706344		2706345		2706346		2706347		2706348	
2706350		2706351		3505052	2.42	3505053	0.00	3505620	4.37

3590 Total Number of Wells

Notes:

28 wells were contracted into Subdistrict No. 1 in 2023, but 1 well was on the previous ARP Well List.

33 wells were added to 2022 Subdistrict Well List in 2023.

4 wells from 2022 Subdistrict Well List was removed from the List in 2023.

APPENDIX B

Augmentation Wells and Map

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

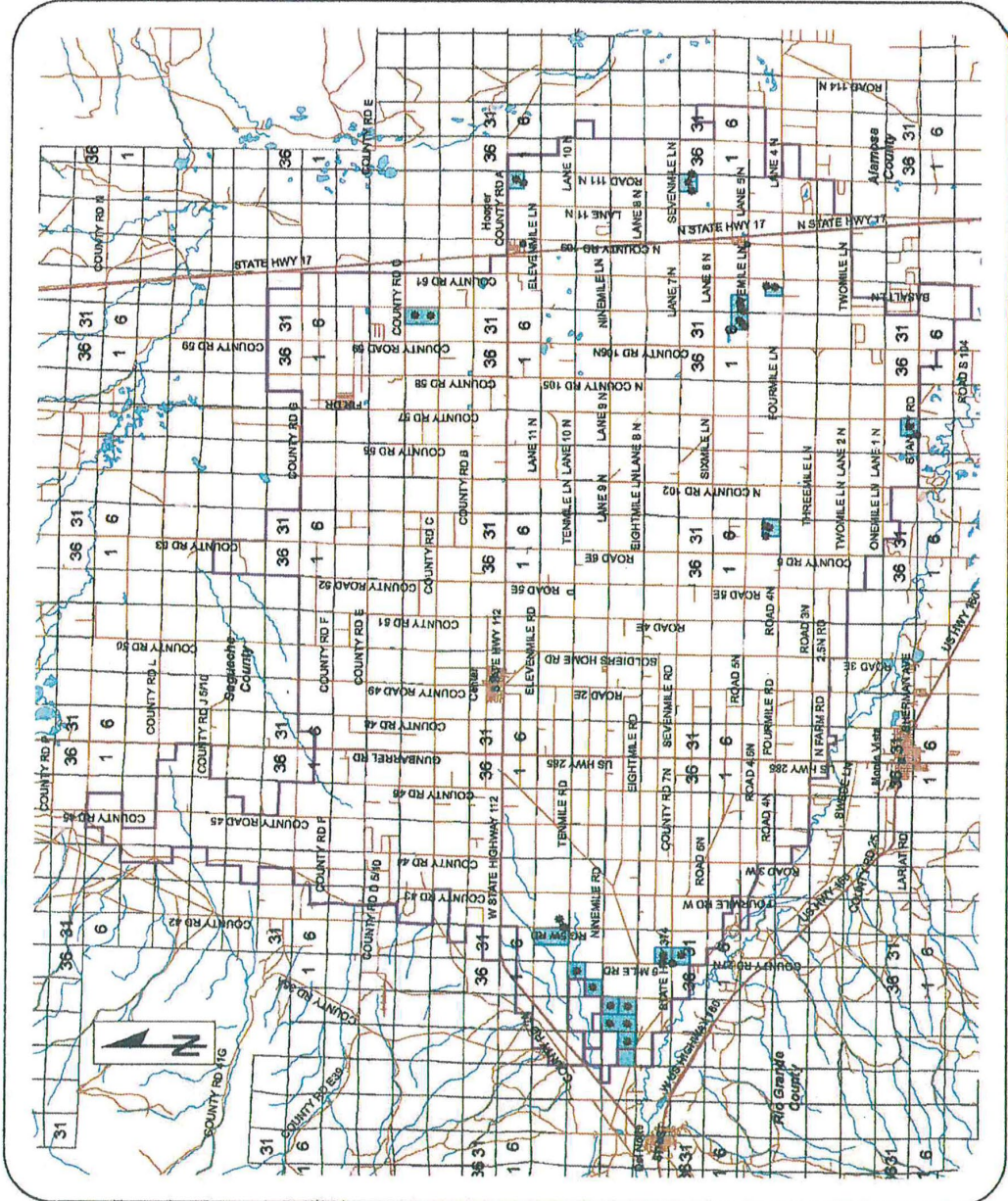
SPECIAL SUBDISTRICT NO. 1

Wells Associated with
Augmentation & Other Plans

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



Prepared 1/15/2013



Description of Court Approved Augmentation Plans

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case No. 99CW25, Application of James Bradley

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

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

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

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

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

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

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

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

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

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

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

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

credit. Nothing in the decree limits the exercise of the decreed water rights for the wells for the irrigation of the E½ SE¼ of Section 8.

The E½ SE¼ 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 E½ SE¼ of Section 8 are remedied pursuant to the Amended Plan as implemented by the ARP. The W½ SW¼ of Section 8 is treated as Non-Benefitted Subdistrict Land and is not assessed Subdistrict fees. In addition, the SE¼ of section 8 is part of a larger Farm Unit, so it is necessary to include the entire SE¼ in the Amended Plan and ARP for purposes of determining surface water credit available to offset the Farm Unit's Variable Fees.

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

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

This case involves Well No. 2, Case No. W-635 WDID 2009403, Permit #1534-F; Well No. 4, Case No. W-635 WDID 2009405, Registration #1297-R; and Well #1, Case No. W-485 WDID 2009165, Registration #19606-R. The decree finds that Wells No. 2 and 4 in Case No. W-635 were historically used in conjunction with one share of Prairie Ditch for the irrigation of the 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.

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

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

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

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

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

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

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

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

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

Case No. 89CW45, Application of Monte Vista PCA

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

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

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

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

Case No. 96CW5, Application of George Kirkpatrick

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

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

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

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

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

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

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

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

Case No. W-3847, Application of Gary Seger

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

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

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

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

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

11.0 HYDRAULIC DIVIDE

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

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

APPENDIX C
DWR Forecasts and NRCS Forecast

RIO GRANDE COMPACT
March 31, 2023 Analysis (DWR Forecast)
Closed Basin Project Split: 60/40

RIO GRANDE BASIN

DWR 3-27-2023 Forecast of
April - September Index
Flows = 659,200

		<u>Index Supply</u>	
		January	10,300 *
		February	9,200 *
J-M & O-D volume	90,800	March	12,500 estimate
		April - September	659,200 forecast
		October	30,800 estimate
		November - December	28,000 estimate
		Total	750,000
Obligation =	229,000		

		<u>Deliveries</u>	
		January	11,700 *
		February	11,800 *
		March	14,000 estimate
<u>Delivery Obligation</u>		April - October	155,900 needed
Req Deliv	<u>155,900</u> 22.6%	Nov - Dec native	29,000 estimate
Total Index	690,000	Total	222,400

Adjustments	Net Carryover Credit in E.B.	100	estimate
to the	Paper Credit	5,000	
Delivery	SC Norton Drain Flow	(2,000)	estimate
	Remaining CBP Share	3,500	estimate

Delivery Credit 229,000

Expected Dec. 31, 2023 Compact Delivery Status 0

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 60% of the Closed Basin Project flows are creditable to the Rio Grande (Projected delivery of creditable CBP production to the Rio Grande is 8,500 acre-feet)
- Assumes no recharge diversions after November 1, 2023
- Trinchera Creek flow to the Rio Grande will increase delivery

RIO GRANDE COMPACT
March 31, 2023 Analysis (DWR Forecast)
Closed Basin Project Split: 60/40

CONEJOS RIVER BASIN

DWR 3-27-2023 Forecast of

April - September Index

Flows = 373,600

Conejos = 240,400

Los Pinos = 117,700

San Ant. = 15,500

J-M & O-D volume 26,400

Obligation = 188,000

Index Supply

January	2,500	*
February	2,400	*
March	4,000	estimate
April - September	373,600	forecast
October	9,500	estimate
November - December	8,000	estimate
Total	400,000	

Deliveries

Delivery Obligation

Required Delivery 157,600 41.1%
 Native Index 383,100

January	3,200	*
February	3,800	*
March	5,000	estimate
April - October	157,600	needed
Nov - Dec native	9,000	estimate
Total	178,600	

Adjustments to the Delivery	Net Carryover Credit in E.B. Paper Credit	100	estimate
	SC Norton Drain Flow	5,000	
	Remaining CBP Share	2,000	estimate
		2,300	estimate

Delivery Credit 188,000

Expected Dec. 31, 2023 Compact Delivery Status 0

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

USDA NRCS National Water & Climate Center

* - DATA CURRENT AS OF: April 05, 2023 11:19:15 AM

- Based on April 01, 2023 forecast values

Northwestern Rio Grande in Colorado

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Grande at Thirty Mile Bridge (2)	APR-JUL	142	128	173	155	129	111	111
	APR-SEP	158	132	197	174	142	119	120
Rio Grande at Wagon Wheel Gap (2)	APR-SEP	390	126	515	440	345	280	310
SF Rio Grande at South Fork (2)	APR-SEP	175	156	215	191	160	139	112
Rio Grande nr Del Norte (2)	APR-SEP	625	130	810	695	555	460	480
Saguache Ck nr Saguache (2)	APR-SEP	25	89	39	30	20	14.2	28
Alamosa Ck ab Terrace Reservoir	APR-SEP	94	154	116	103	86	74	61
La Jara Ck nr Capulin	APR-JUL	11.5	169	16.3	13.3	9.8	7.5	6.8
Platoro Reservoir Inflow (2)	APR-JUL	75	147	92	82	69	60	51
	APR-SEP	84	147	103	92	77	67	57
Conejos R nr Mogote (2)	APR-SEP	280	167	340	305	255	225	168
San Antonio R at Ortiz	APR-SEP	24	250	31	27	22	18.1	9.6
Los Pinos R nr Ortiz	APR-SEP	108	177	134	118	99	85	61
Rio Grande nr Lobatos	APR-JUL	300	252	370	330	275	235	119

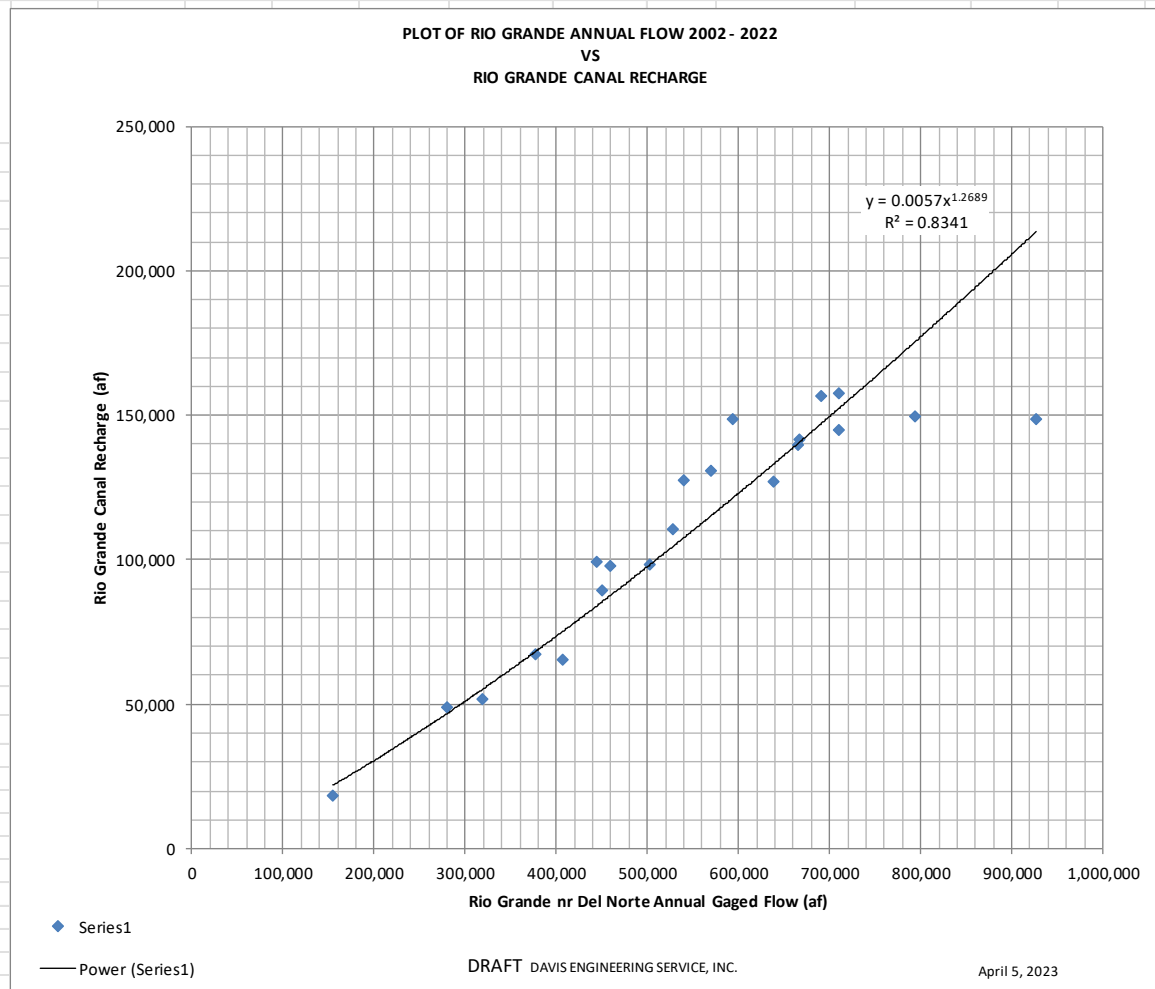
Northeastern Rio Grande in Colorado

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Ute Ck nr Fort Garland	APR-SEP	10.6	94	15.1	12.3	9.0	6.9	11.3
Sangre de Cristo Ck (2)	APR-SEP	13.0	119	22	16.2	10.1	6.6	10.9
Trinchera Ck ab Turners Ranch	APR-SEP	11.5	112	16.4	13.4	9.8	7.5	10.3
Culebra Ck at San Luis (2)	APR-SEP	18.3	110	30	23	14.4	9.5	16.7
Costilla Reservoir Inflow (2)	MAR-JUL	9.1	88	14.0	10.9	7.4	5.3	10.3
	APR-JUL	8.9	93	13.8	10.7	7.2	5.1	9.6
Costilla Ck nr Costilla (2)	APR-JUL	20	91	33	25	15.7	10.4	22

APPENDIX D

Projected Recharge Credits

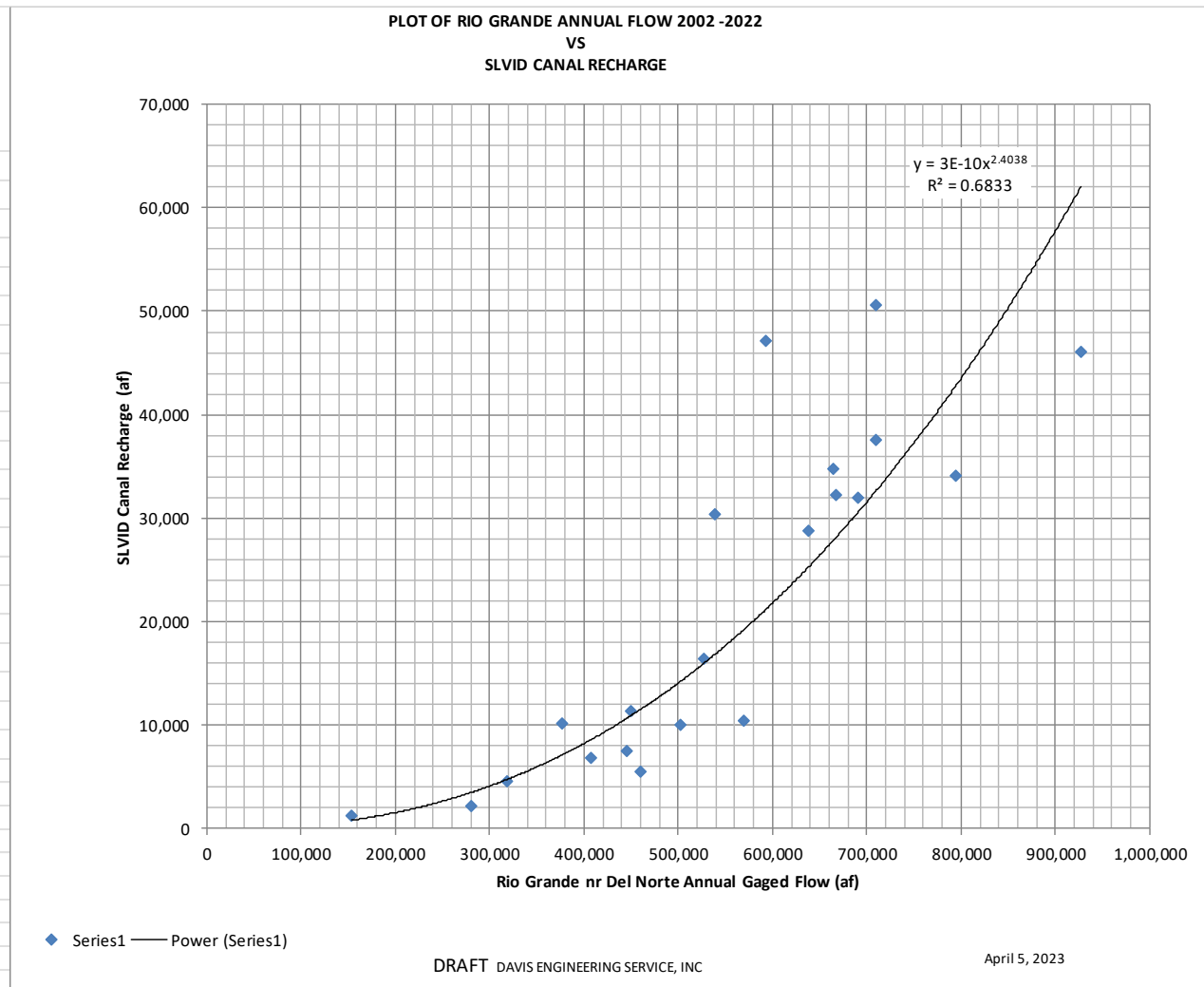
Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Rio Grande Canal (af)
2002	154156	18152
2003	319207	51556
2004	527758	110660
2005	793751	149727
2006	570183	130720
2007	710158	157807
2008	710073	144829
2009	593074	148446
2010	539367	127687
2011	502740	98189
2012	406900	65632
2013	459700	97803
2014	638700	126863
2015	665100	139577
2016	667300	141754
2017	690300	156872
2018	280400	49100
2019	927000	148536
2020	377300	67137
2021	450000	89530
2022	445000	99203



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

x = 2023 Forecast Rio Grande Flow = 750,000 af
 $y = 0.0057(750,000)^{1.2689} = 162,457.62$ af

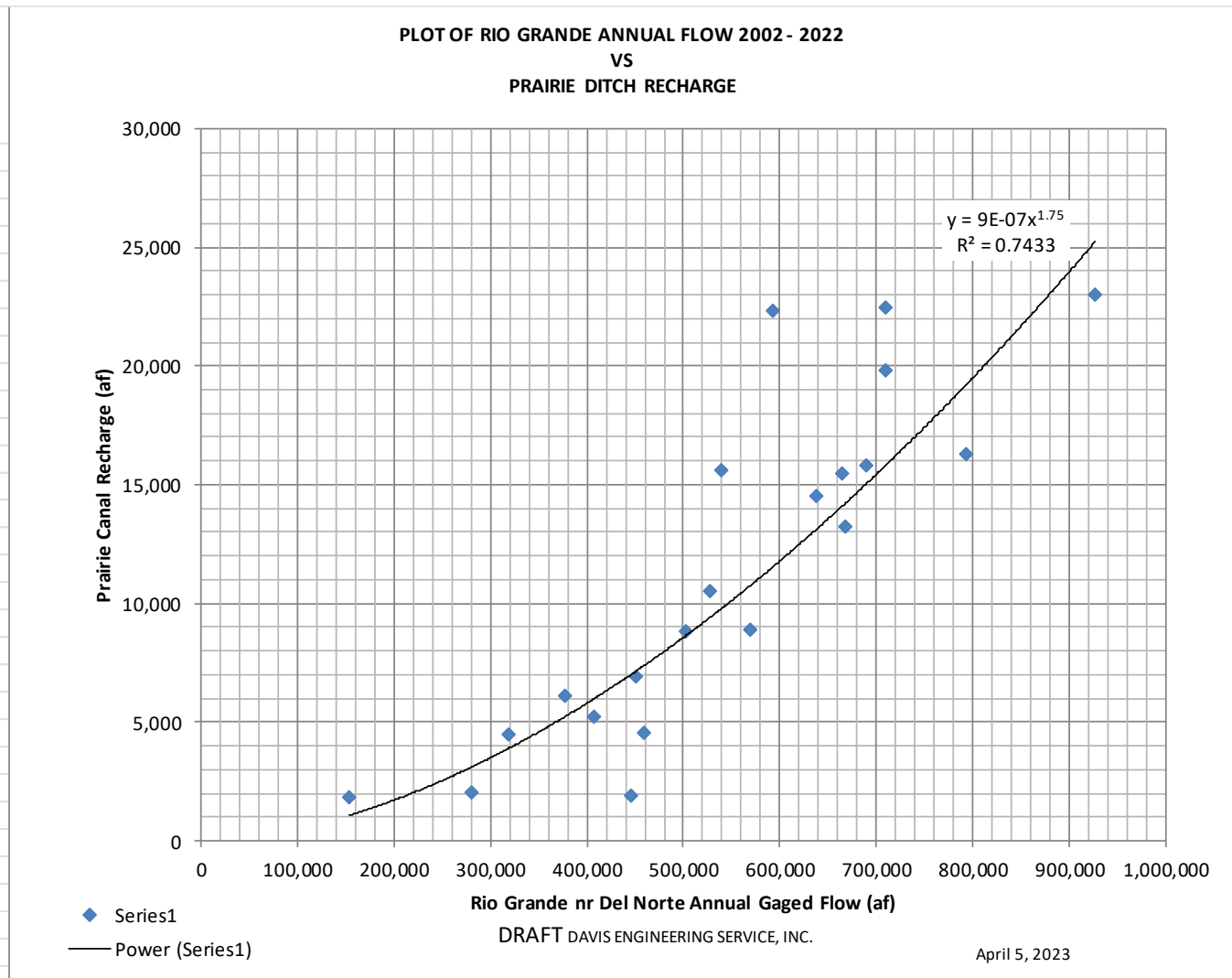
Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for SLVID Canal (af)
2002	154156	1283
2003	319207	4572
2004	527758	16361
2005	793751	34096
2006	570183	10410
2007	710158	50568
2008	710073	37626
2009	593074	47075
2010	539367	30359
2011	502740	10042
2012	406900	6810
2013	459700	5518
2014	638700	28741
2015	665100	34756
2016	667300	32177
2017	690300	31984
2018	280400	2136
2019	927000	46036
2020	377300	10230
2021	450000	11330
2022	445000	7501



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

x = 2023 Forecast Rio Grande Flow = 750,000 af
 $y = 3E-10(750,000)^{2.4038} = 39,773.47$ af

Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Prairie Ditch (af)
2002	154156	1,806
2003	319207	4,515
2004	527758	10,505
2005	793751	16,303
2006	570183	8,910
2007	710158	22,436
2008	710073	19,804
2009	593074	22,325
2010	539367	15,635
2011	502740	8,820
2012	406900	5,262
2013	459700	4522
2014	638700	14525.5
2015	665100	15447
2016	667300	13243
2017	690300	15,789
2018	280400	2,071
2019	927000	22,971
2020	377300	6,080
2021	450000	6,897
2022	445000	1,919



y = Prairie Ditch Recharge

x = Rio Grande nr Del Norte Flow

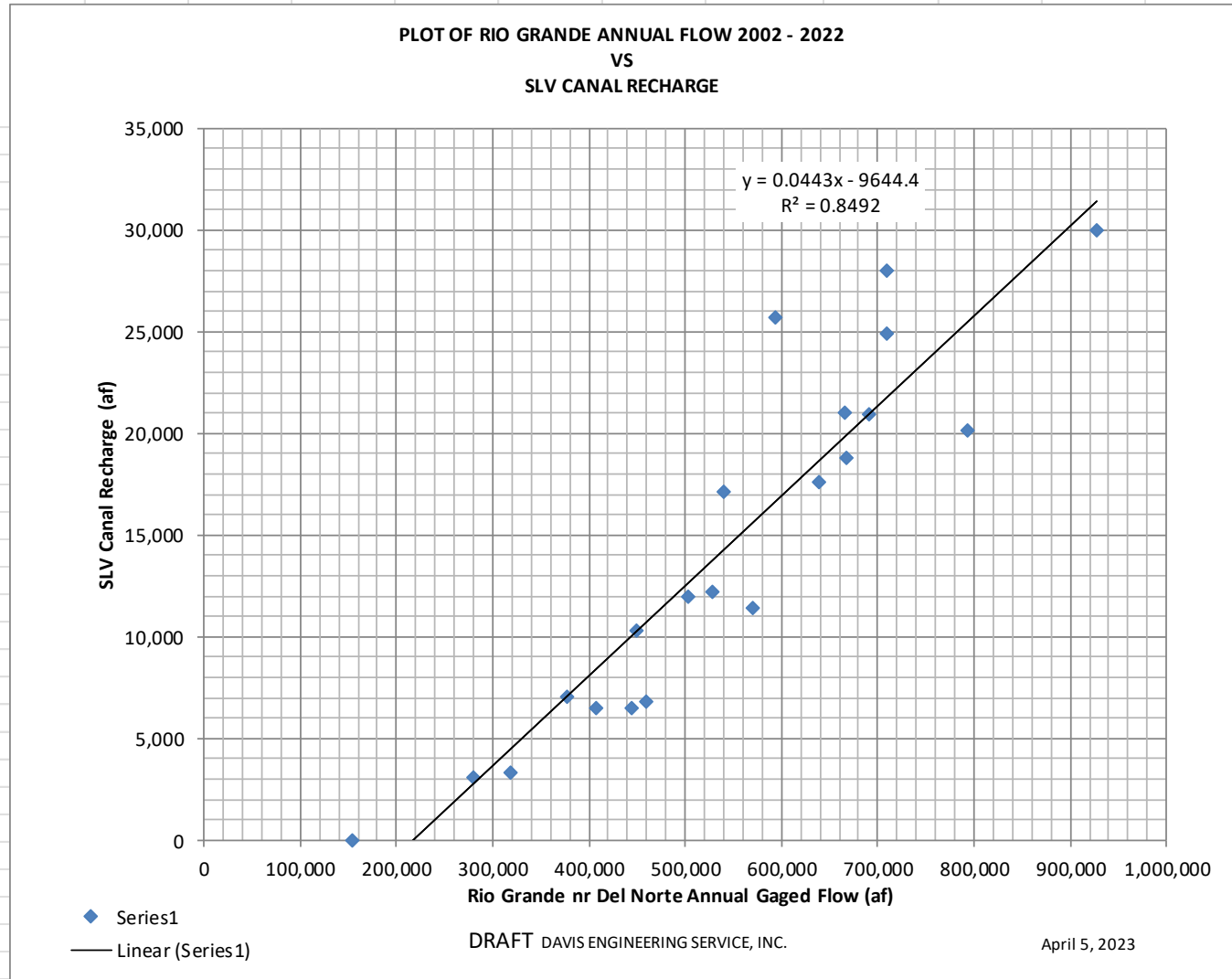
x = 2023 Forecast Rio Grande Flow =

750,000 af

y = 9E-07(750,000)^{1.75}=

17,202.82 af

Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for SLV Canal (af)
2002	154156	0
2003	319207	3,282
2004	527758	12,229
2005	793751	20,166
2006	570183	11,430
2007	710158	27,978
2008	710073	24,917
2009	593074	25,717
2010	539367	17,141
2011	502740	11,971
2012	406900	6,487
2013	459700	6,810
2014	638700	17,567
2015	665100	21,031
2016	667300	18,779
2017	690300	20,949
2018	280400	3,107
2019	927000	30,003
2020	377300	7,022
2021	450000	10,299
2022	445000	6,490



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

x = 2023 Forecast Rio Grande Flow = 750,000 af
y = 0.0443 (750,000) - 9644.4 = 23,580.60 af

APPENDIX E

Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares

Allocated to Fields on Subdistrict No. 1 2022 Farm Units

WDID	Structure Name	Amount	Pro-rata Units
2000546	BILLINGS D	339	shares
2000556	BUTLER IRR D	5.8	cfs priority
2000627	EXCELSIOR D	2	shares
2000631	FARMERS UNION CNL	60,813.48	acres
2000699	KANE CALLAN D	24	cfs priority
2000736	MCDONALD D	7.4	shares
2000798	PRAIRIE D	6.999	D&L
2000798	PRAIRIE D	3	McD
2000798	PRAIRIE D	244.8	shares
2000812	RIO GRANDE CNL	918.4	in SpW
2000812	RIO GRANDE CNL	6,726.73	shares
2000812	RIO GRANDE CNL	4,725	SM
2000814	RIO GRANDE D 2	3	cfs priority
2000829	SAN LUIS VALLEY CNL	10,880.94	shares
2001105	WEE RUBY RES SUPPLY D	1	cfs priority
2700502	BIEDELL D NO 10	34.92	cfs priority
2700503	BIEDELL D NO 2	2.34	cfs priority
2700518	GREEN D NO 1	16.34	cfs priority
2700522	HOME D NO 1	32.45	cfs priority
2700523	JOHNNIE SMITH D NO 1	20	cfs
2700523	JOHNNIE SMITH D NO 1	21.35	cfs priority
2700533	MCLEOD D NO 3	0.65	cfs priority
2700537	MOODY AND HEAD D	6.12	cfs priority
2700538	OMNIBUS D	61.82	cfs priority
2700545	SHOWN D	13.08	cfs priority
2700551	WHITE D	17.9	cfs priority
2700553	WILSON D NO 4	2.08	cfs priority
2700684	LA MAGOTE D NO 2	3.64	cfs priority
2700714	MCLEOD D NO 4 & 5	3.12	cfs priority

APPENDIX F (1)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

B. Limitations on Use of Leased Water.

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

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

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

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

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

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

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

CPW:

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

SUBDISTRICT NO. 1:

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

7. General Provisions.

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

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

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

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

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

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

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

By: Thomas J. Spezza
Tom Spezza, Regional Manager

Date: April 13, 2012

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

By: Steve E. Vandiver
Steve Vandiver, General Manager

Date: April 13, 2012

APPENDIX F (2)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

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

RGWCD:

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

5. General Provisions.

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

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

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

Q. Time is of the essence.

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

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

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

Lessor: PATTY COOK AND EVELYN UNDERWOOD

By: Patricia Cook aka Patty Cook

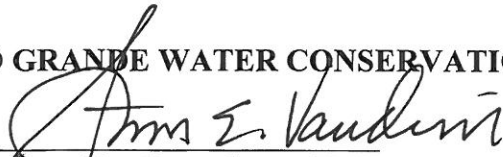
Date: 4-8-13

By: [Signature]

Date: 4/10/13 [Signature]

in this contract is subject to the addendum

RIO GRANDE WATER CONSERVATION DISTRICT

By: 
Steve Vandiver, General Manager

Date: 4/4/13

ADDENDUM TO LEASE AGREEMENT

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

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

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


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

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

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

 Date 4/8/13

RIO GRANDE WATER CONSERVATION DISTRICT

By:  Date: 4/8/13

Steve Vandiver, General Manager

APPENDIX F (3)
Documentation of Water Purchases

LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: Patricia Cook

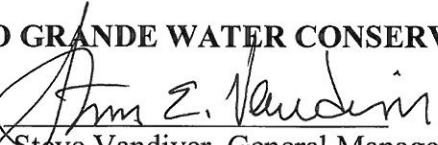
Date: 3-19-14

By: Evelyn Underwood

Date: 3-19-14

RIO GRANDE WATER CONSERVATION DISTRICT

By:


Steve Vandiver, General Manager

Date:

3/19/14

APPENDIX F (4)
Documenation of Water Purchases

LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. General Provisions.

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

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

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

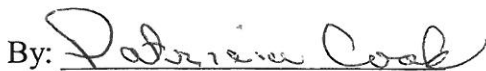
- O. **Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included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

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: 

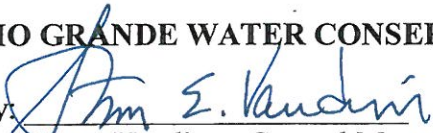
Date: March 18, 2015

By: 

Date: March 18, 2015

RIO GRANDE WATER CONSERVATION DISTRICT

By:



Steve Vandiver, General Manager

Date: 3-18-15

APPENDIX F (5)
Documentation of Water Purchases

LEASE AGREEMENT

FOR USE OF PIEDRA WATER

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

By: 

Chad Bishop, Assistant Director Wildlife and Natural Resources

Date: 5/27/2014

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

By: 

Steve Vandiver, General Manager

Date: 6/10/14

APPENDIX F (6)
Documentation of Water Purchases

Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013
Date


George Whitten, RGWCD President

June 28/2013
Date

Rio Grande Water Conservation District

10000 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

JUNE 21, 2013

Date


George Whiffen, RGWCD President

JUNE 28, 2013
Date



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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

Kent V. Rominger

Personal Representative for the
Ralph Vernon Rominger Estate

26 NOVEMBER, 2014

Date

Greg Higel

Greg Higel, RGWCD President

12/2/14

Date



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

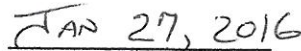
Agreement to Purchase Transmountain Diversion Water


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


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

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


Kent V. Rominger, B & R, LLC


Date


Greg Higel, RGWCD President


Date

PURCHASE AGREEMENT FOR TRANSMOUNTAIN WATER

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

RECITALS

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

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

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

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

SELLER: Sid Klecker, representative for Klecker Ranch Inc.

By: Sid Klecker

Date: 3-24-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/24/14

APPENDIX F (7)

Documentation of Water Purchases

Invoice

SAN LUIS VALLEY IRRIGATION

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

DATE
2/13/2014

INVOICE #
S 2014-6

BILL TO

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

TERMS

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

Total \$26,742.50

Rio Grande Water Conservation District

1492

San Luis Valley Irrigation District

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

PAYMENT
RECORD

Alamosa State Bank-

49,582.50

●
12/11/08 (2/1/12)



●
REV 11

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

Invoice

DATE	INVOICE #
2/19/2013	S2013-05

BILL TO

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

TERMS

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

Total \$24,582.50

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



BILL OF SALE

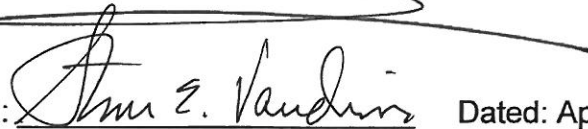
The San Luis Valley Water Conservancy District hereby sells, conveys and transfers to the Rio Grande Water Conservation District, for One Dollar and other considerations, Five Hundred (500) Acre-Feet of transmountain water derived from the Pine River Weminuche Ditch, currently stored on the District's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

The Water Sold consists of:

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

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

SELLER: Signed:  Dated: April 1, 2014

BUYER: Signed:  Dated: April 1, 2014

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

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



BILL OF SALE

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

The Water Sold consists of:

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

X 250.00
125,000

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

SELLER: Signed:  Dated: April 9, 2015

BUYER: Signed:  Dated: 4-10, 2015

for RGWCD

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

APPENDIX F (8)

Documentation of Water Purchases

PURCHASE-OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

1. Purchase and Option Agreement.

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

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

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

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

1.5. Purchase Price.

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

2. Seller's Obligations and Representations.

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

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

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

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

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

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

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

6. Miscellaneous Provisions.

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

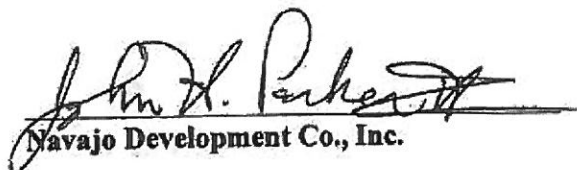
6.2. Survival. Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date

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

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

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

Seller:


 Navajo Development Co., Inc.

Date 8/4/11

ACCEPTED:

Rio Grande Water Conservation District

By: _____
 George Whitten

 Date

Title: _____
 President

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

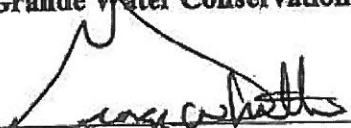
Seller:

 Navajo Development Co., Inc.

 Date

ACCEPTED:

Rio Grande Water Conservation District

By: 

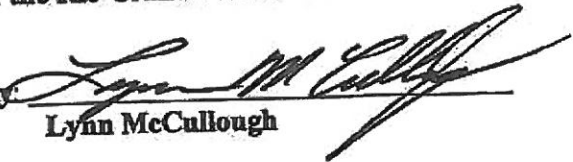
 George Whitten

8-3-11
 Date

Title: _____
 President

Acknowledgement:

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

By: 
Lynn McCullough

8/4/11
Date

Title: _____
President

APPENDIX F (9)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

Seller:

John A. Parker
Navajo Development Co., Inc.

Date 8/24/12

ACCEPTED:

Rio Grande Water Conservation District

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

Date 8/29/12

Acknowledgement:

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

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

Date 8/29/12

Rio Grande Water Conservation District

1306

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

Original Amt.
75,000.00

Balance Due
75,000.00

8/24/2012
Discount
Check Amount

Payment
75,000.00
75,000.00

PAYMENT
RECORD

Alamosa State Bank- Squaw Water Purchase

75,000.00

c23346 (2/12)



9/2/11

APPENDIX F (10)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller:

John V. Pacheco
Navajo Development Co., Inc.

July 4, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

7/22/13
Date

Title: President
President

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell

7/23/13
Date

Title: President
President

APPENDIX F (11)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

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

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

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

2. Seller's Obligations and Representations.

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

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

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

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

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

To RGWCD: Steve Vandiver

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

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

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

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

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

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

Seller:

John W. Pacheco
Navajo Development Co., Inc.

July 6, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

7/22/13
Date

Title: President
President

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell

7/23/13
Date

Title: President
President

APPENDIX F (12)
Documentation of Water Purchases

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

2. Seller's Obligations and Representations.

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

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

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

To Seller:

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

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

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

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


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

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

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

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

Seller:



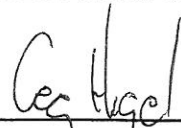
Navajo Development Co., Inc.

12/19/14

Date

ACCEPTED:

Rio Grande Water Conservation District

By: 

Greg Higel
Title: President

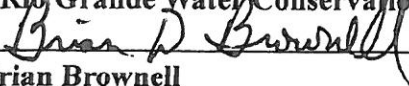
President

12/22/14

Date

Acknowledgement:

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

By: 

Brian Brownell
Title: Pres

President

12/23/14

Date

APPENDIX F (13)
Documentation of Water Purchases

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

- 1.5. Water Subject to the Agreement. The water subject to this Agreement is 453.5 acre-feet of the transbasin water in storage in the Rio Grande Reservoir. After the Effective Date the Seller will not be entitled to use or dispose of the Stored Water and thereafter the RGWCD shall bear all seepage, evaporation and transit losses on the subject water.
- 1.6. Approvals. RGWCD is responsible for obtaining any approvals necessary for RGWCD's proposed use and delivery of the Stored Water.

2. Seller's Obligations and Representations.

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

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

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

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

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

Alamosa, CO 81101
Email: steve@rgwcd.org

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

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

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

Seller:

John H. Parhest
Navajo Development Co., Inc.

Date 2/4/16

ACCEPTED:

Rio Grande Water Conservation District

By: Greg Higel
Greg Higel
Title: President
President

Date 2/2/16

Acknowledgement:

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

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

Date 2/3/16

APPENDIX G

Santa Maria Shares Leased by Subdistrict No. 1

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

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

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

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

**Total RG Canal Shares Leased in
2011**

1980

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

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

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

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

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

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

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

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

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

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

Total Five Year Leases in 2012 725

Total Shares Leased in 2012 3285.8

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

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

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

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

Total One Year Leases in 2013		1595		
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RG Canal	1706	10	3	2015
RG Canal	1786	10	3	2015
RG Canal	2042	30	3	2014
RG Canal	2114	10	3	2015
RG Canal	2142	10	3	2015
RG Canal	2206	10	3	2014
RG Canal	2615	20	3	2014
RG Canal	2616	10	3	2014
RG Canal	2780	30	3	2014
RG Canal	2789	10	3	2015
RG Canal	2818	10	3	2015
RG Canal	2909	10	3	2014
RG Canal	3023	10	3	2015
RG Canal	3160	10	3	2014
RG Canal	3162	20	3	2014
RG Canal	3247	10	3	2014
RG Canal	3249	10	3	2014
RG Canal	3274	20	3	2014

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

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

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

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

Total Five Year Leases in 2013 795

Total Shares Leased in 2013 3235.8

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

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

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

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

Total One Year Leases in 2014 1550

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

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

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

**Total Three Year Leases in
2014** 975.8

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

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

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

Total Shares Leased in 2014 3320.8

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

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

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

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

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

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

RG Canal	3969	10	5	2019
RG Canal	3973	10	5	2016
RG Canal	3974	10	5	2016
RG Canal	3977	10	5	2016
RG Canal	4015	10	5	2016
RG Canal	4020	10	5	2016
RG Canal	4036	10	5	2016
RG Canal	4038	10	5	2016
RG Canal	4039	10	5	2016
RG Canal	4048	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4080	10	5	2016
RG Canal	4084	10	5	2016
RG Canal	4085	10	5	2016
RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4099	10	5	2019
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119	10	5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016
RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016
RG Canal	4225	5	5	2016
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017
RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4270	10	5	2016
RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017
RG Canal	5677	10	5	2019
Total Five Year Leases in 2015		975		
Total Shares Leased in 2015		3100.8		

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

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

**Total Three Year Leases in
2016**

685

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

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

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

Total Shares Leased in 2016 1645

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

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

Total Three Year Leases in 2017

545

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

Total Five Year Leases in 2017

290

Total Shares Leased in 2017

835

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

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

APPENDIX H
Forbearance Agreements

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, 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 2023 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, 2023 through April 30th, 2024.

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Centennial Ditch Company is the last priority served, and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Centennial Ditch Company would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2023

2.4. 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.

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

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

2.6. When both parties agree (Centennial and the Subdistrict) to a reasonable time frame of days of estimated un-replaced depletions to the Centennial Ditch Company during the term of this Agreement has been forebared by the Company, 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 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 250 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Centennial Ditch pursuant to the terms of this Agreement.

3.1. After the end of the 2023 irrigation season, and not later than March 15, 2024, 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, 2024.

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 2023 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 Taylor Chick, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

6. **Remedies.** In the event of Company's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, Company's remedies shall be to retain all payments made by Subdistrict No. 1 prior to the date of the

default, to require full replacement of all injurious stream depletions from and after the date of default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

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

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

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

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

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

7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto

and their respective heirs, successors, and assigns, if any. The Company may not assign its rights or delegate its duties hereunder without the prior written consent of Subdistrict No. 1, which consent shall not be unreasonably withheld. Subdistrict No. 1 may not assign its rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

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

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

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

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

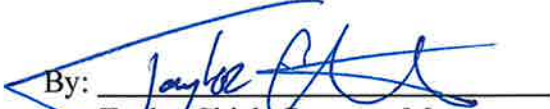
7.11. **Legal Counsel.** Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed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

The Centennial Ditch Company

By:  3-3-23
Date

ACCEPTED:

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

By: 
Taylor Chick, Program Manager

3-15-23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effect May 1, 2023, 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 2023 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1st, 2023 through April 30th, 2024.

2. Forbearance by the Company.

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

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

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Empire Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Empire Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2023 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Empire Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.

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

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

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

3. Payment. The Subdistrict will pay the Company \$ 5.00 per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Empire Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2023 irrigation season, and not later than March 15, 2024, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Empire Canal would have been able to divert if all unreplaced injurious depletions to the Empire Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. Subdistrict No. 1 will pay the Company \$ 50 per acre-foot for each acre-foot of injurious stream depletions to the Empire Canal.

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2024.

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 2023 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 Taylor Chick, 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: 
John Curto, President

3-14-2023
Date

ACCEPTED:

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

By: 
Taylor Chick, Program Manager

3-17-23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Excelsior Ditch Company (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2023 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, 2023 through April 30th, 2024.

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 1000 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 2023 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>
163	45.70	54.10
249	6.20	60.30cfs
262	29.40	89.70cfs

2.5. When the total amount of estimated unreplaced depletions to the Excelsior Ditch during the term of this Agreement equals _____ acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2023 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 275 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 2023 irrigation season, and not later than March 15, 2023, 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, 2024.

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 2023 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 Taylor Chick, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

The Excelsior Ditch Company

By: Roy H. Oliver 3-9-23
Roy Oliver, President Date

ACCEPTED:

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

By: Taylor Chick 3-9-23
Taylor Chick, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, 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 2018 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2023 through April 30th, 2024.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 300 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the 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 2023 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 _____ 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 2023 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 2023 irrigation season, and not later than March 15, 2024, 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, 2024.

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 2023 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 Taylor Chick, 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

3-30-23

ACCEPTED:

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

By: 
Taylor Chick, Program Manager

3-30-23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, 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 2023 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, 2023 through April 30th, 2024.

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 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 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 2023 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 2023 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 250⁰⁰ per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Prairie Ditch Company from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2023 irrigation season, and not later than March 15, 2024, 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, 2024.

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 2023 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 Taylor Chick, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

The Prairie Ditch Company

By: Jyle Misse
President

3-9-2023
Date

ACCEPTED:

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

By:  3-17-23
Taylor Chick, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Rio Grande Canal Water Users’ Association (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Rio Grande Canal and the water rights decreed thereto. The Rio Grande Canal diverts water from the Rio Grande in the NW¼ of Section 30, T40N, R6E, N.M.P.M., and has decreed priorities totaling 1,699.4 c.f.s.

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

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

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

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement will be in effect from May 1, 2023 through April 30, 2024.

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 900 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 2023 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Rio Grande Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.

28
176
178
188
197
198
202
203

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

2.5. When the total amount of estimated un-replaced depletions to the Rio Grande Canal during the term of this Agreement equals 900 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 2023 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$ 250 per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Rio Grande Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2023 irrigation season, and not later than March 15, 2024, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Rio Grande Canal would have been able to divert if all un-replaced injurious depletions to the Rio Grande Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. Subdistrict No. 1 will pay the Company \$ 250 per acre-foot for each acre-foot of injurious stream depletions to the Rio Grande Canal.

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the un-replaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2024.

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 2023 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 Taylor Chick, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

The Rio Grande Canal Water Users' Association

By: Clay Corzine
Clay Corzine, President

3/9/2023
Date

ACCEPTED:

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

By: Taylor Chick
Taylor Chick, Program Manager

3-16-23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, 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 2023 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, 2023 through April 30th, 2024.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forbear from requiring Subdistrict No. 1 to replace up to 400 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the San Luis Valley Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the San Luis Valley Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the San Luis Valley Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2023 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 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 2023 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2023 irrigation season, and not later than March 15, 2024, 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, 2024.

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 2023 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 Taylor Chick, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

The San Luis Valley Canal Company

By:  3-31-23
President Date

ACCEPTED:

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

By:  3-31-23
Taylor Chick, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, 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 NE¹/₄ SW¹/₄ 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 2023 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, 2023 through April 30th, 2024.

2. **Forbearance by the District.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the District will be calculated each day that a water right decreed to the Farmers Union Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the District and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Farmers Union Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2023 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 353T	0.25 0.95
1903-17-B 1903-22-F 1903-24-F	5.45 105.41 280.47
1903-30-F 1903-34-6	159.65 110.18

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 2022 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the District \$ 0.00 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Farmers Union Canal from the Rio Grande pursuant to the terms of this Agreement.

With the execution of the Long-Term Storage Agreement in January of 2021 between the RGWCD and the SLVID at Rio Grande Reservoir, the District's Board of Directors have agreed to offer Subdistrict No. 1 that is storing water within the RGWCD's leased space in the reservoir a no-cost forbearance of up to a 1,000.0 acre feet with the Farmers Union Canal during the term of the forbearance agreement. Subdistrict No. 1 has 5,421.1 acre feet of water in their control in the RGWCD storage space at Rio Grande Reservoir as of March 27, 2023.

3.1. After the end of the 2023 irrigation season, and not later than March 15, 2023, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the District would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the District with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the District; and (2) a calculation of the amount of the payment due under paragraph 3, above. The District will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

No payment for a maximum of 1,000.0 acre feet of unreplaced injurious depletions will be required to the District, however, the accounting of the unreplaced injurious depletions to the water rights of the District needs to be provided.

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, 2024.

No payment for a maximum of 1,000.0 acre feet of unreplaced injurious depletions will be required to the District, however, the accounting of the unreplaced injurious depletions to the water rights of the District needs to be provided.

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

501(4) (b) (I) (B), during the term of this Agreement the District will not require Sub-district No. 1 to make water available for diversion at the headgate of the Farmers Union Canal to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2022 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 Taylor Chick, 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 deemed to be made again as and at the date of any payment date, and must then be true and correct in all material respects.

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

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

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

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

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

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

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

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

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

San Luis Valley Irrigation District

By:  3-27-2023
Superintendent Date

ACCEPTED:

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

By:  3-27-23
Taylor Chick, Program Manager Date

APPENDIX I
Closed Basin Allocations

The Rio Grande Water Users Association

147 Washington St.
Monte Vista, CO. 81144
Telephone: (719) 852-3556 * FAX: (719) 852-5958

March 29, 2023

Cleave Simpson, General Manager
Amber Pacheco, Deputy General Manager Rio
Grande Water Conservation District
8805 Independence Way
Alamosa, Colorado 81101

Re: 2023-2024 Allocation of Rio Grande's Share of Closed Basin Project
Production

Dear Cleave and Amber:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users have agreed to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2023 through April 30, 2024. 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 50% of the Project's usable yield in 2023 but will likely return to a yield of 60% in 2024.

The Board of Directors of the Water Users has reviewed the needs of the Special Improvement Districts of the Rio Grande Water Conservation District ("Subdistricts") for water to replace stream depletions from groundwater pumping under their Annual Replacement Plans. In light of the importance of the Subdistricts being able to meet their replacement requirements in this coming ARP year's operations, the Water Users' Board voted to specifically allocate up to 4,100 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under the Subdistricts 2023 Annual Replacement Plans.

The Water Users anticipate that the vast majority of this Project Water will be used to replace non-irrigation season depletions from November 1 through March 31. If Subdistrict No. 5 has an approved ARP, part of the water will be used to replace year-round depletions to the Rio Grande from Subdistrict No. 5. The Water Users understand that there may be circumstances during the irrigation season when the Subdistricts cannot deliver water to the Rio Grande below the Chicago Ditch due to intervening dry stream

The Rio Grande Water Users Association

Cleave Simpson
Amber Pacheco
March 29, 2023
Page 2

reaches or excessive losses in deliveries. In those circumstances, the Water Users believe Project Water is an appropriate replacement source but intend that the use of the allocation described herein be minimized during the irrigation season.

This allocation to the Subdistricts covers parts of two calendar years. The amount of about 1,800 acre-feet is allocated for replacement by December 31, 2023, and will come from the Rio Grande's 2023 share of the Project's usable yield. The remainder of about 2,300 is allocated for replacements from January 1 through April 30, 2024, the end of the Subdistricts 2023-2024 Annual Replacement Plan Year. The amount of the allocation used during January 1 through April 30, 2024, will come from the Rio Grande's share of Project production in 2024.

The Board of the Water Users wishes to make clear to the Subdistricts and to the members of the Water Users that this allocation is made on a one-time basis and is not a precedent that binds the Water Users, and that the Water Users have no duty to make a similar allocation in the future. The Rio Grande Water Conservation District should understand this as well and should not assume that the Water Users will make a similar allocation in the future.

If you have any questions about this matter, please give me a call.

Sincerely,



Greg Higel, President
Rio Grande Water Users Association

Copy: San Luis Valley Water Conservancy District
Craig Cotten

623 Fourth Street
Alamosa, CO 81101
(719) 589-2230
Heather@slvwcd.org



April 7, 2023

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

Dear Ms. Pacheco,

The Board of the San Luis Valley Water Conservancy District (SLVWCD) has approved the request by the Rio Grande Water Conservation District (RGWCD) to allocate a portion of the Rio Grande's share of 2023 and 2024 Closed Basin Project (CBP) production to Subdistricts' stream depletions for inclusion in Annual Replacement Plans (ARPs).

The allocation of water to ARPs cannot in any way affect the allocation of CBP flows to the Rio Grande and Conejos River's Compact Obligations, which in 2023 is 50%/50%, respectively. Within that constraint, the SLVWCD supports the RGWCD's discretion in allocating production of the Rio Grande's share of CBP production to ARPs as needed.

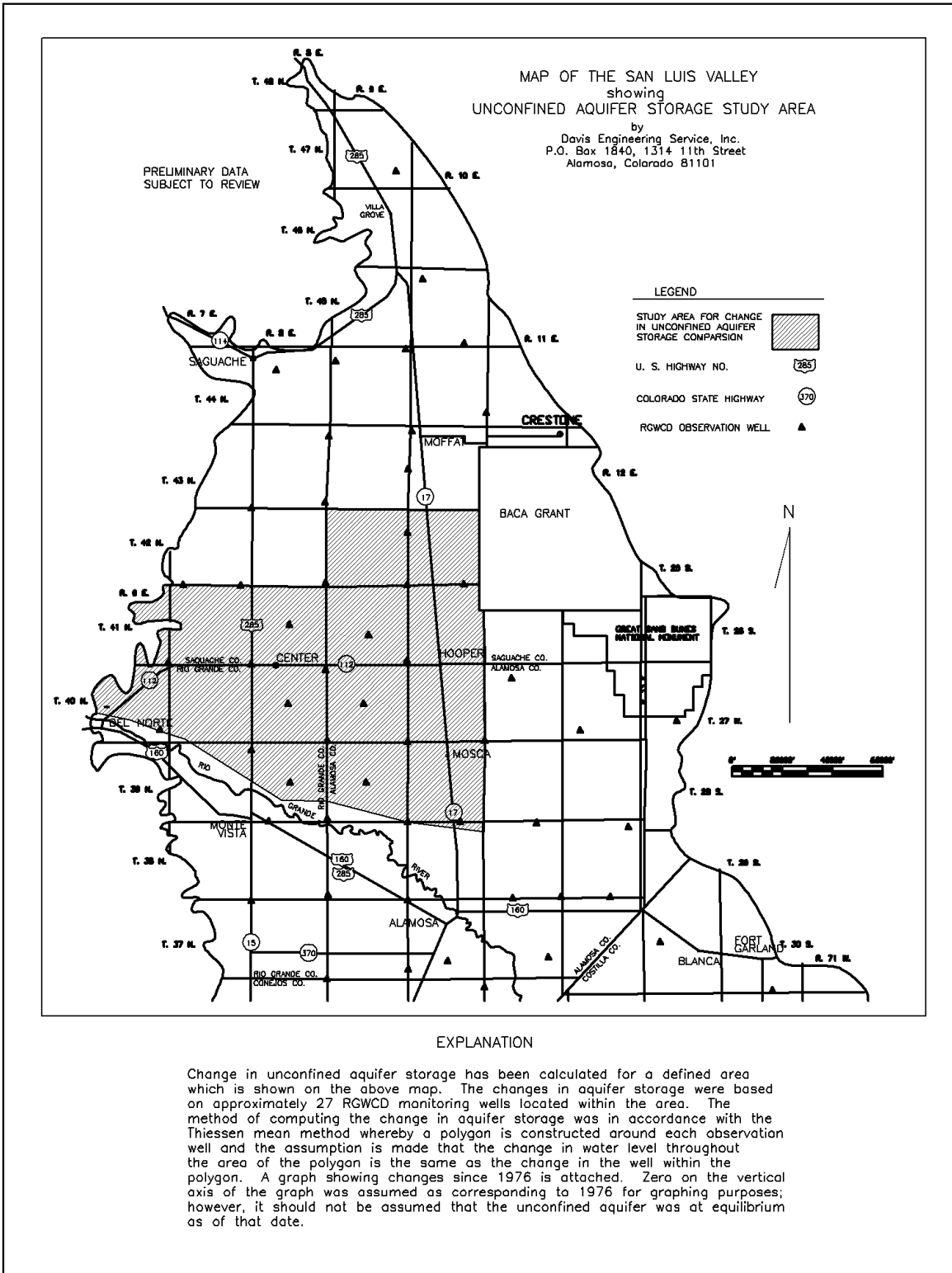
Sincerely,

A handwritten signature in blue ink that reads "Heather R. Dutton".

Heather Dutton
Manager, San Luis Valley Water Conservancy District

APPENDIX J

MAP SHOWING STUDY AREA OF CHANGE IN UNCONFINED AQUIFER STORAGE STUDY AND SPREADSHEET CONTAINING CALCULATIONS



Change in Unconfined Aquifer Storage – North Central San Luis Valley

CHANGE IN UNCONFINED AQUIFER STORAGE					
NORTH CENTRAL SAN LUIS VALLEY					
Prepared by	Davis Engineering Service, Inc.				
	1314 11th Street, P.O. Box 1840				
	Alamosa, CO 81101			Average Annual Accumulated Change in Storage (acre-feet)	5 yr. Running Average Accumulated Change in Storage (acre-feet)
Date	Monthly Change in Storage (acre-feet)	Accumulated Change in Storage (acre-feet)	Date		
01/01/76	0	0			
02/01/76	-39999.276	-39999.276			
03/01/76	77786.084	37786.808			
04/01/76	20613.124	58399.932			
05/01/76	16171.628	74571.56			
06/01/76	29018.556	103590.116			
07/01/76	-10429.246	93160.87			
08/01/76	12474.802	105635.672			
09/01/76	-57446.136	48189.536			
10/01/76	-9835.47	38354.066			
11/01/76	8742.436	47096.502			
12/01/76	34926.408	82022.91	12/1/1976	54067.39133	
01/01/77	-52330.194	29692.716			
02/01/77	0	29692.716			
03/01/77	9337.002	39029.718			
04/01/77	-66606.56	-27576.842			
05/01/77	26280.85	-1295.992			
06/01/77	-52715.472	-54011.464			
07/01/77	-20396.064	-74407.528			
08/01/77	-37527.502	-111935.03			
09/01/77	-111073.584	-223008.614			
10/01/77	-12109.48	-235118.094			
11/01/77	-22296.448	-257414.542			
12/01/77	-22198.364	-279612.906	12/1/1977	-97163.82183	
01/01/78	11784.074	-267828.832			
02/01/78	-17151.566	-284980.398			
03/01/78	-17203.476	-302183.874			
04/01/78	-2323.652	-304507.526			
05/01/78	-21920.32	-326427.846			
06/01/78	-9347.856	-335775.702			

07/01/78	-52068.002	-387843.704			
08/01/78	-29730.556	-417574.26			
09/01/78	-69355.032	-486929.292			
10/01/78	70963.206	-415966.086			
11/01/78	-32996.292	-448962.378			
12/01/78	-6739.94	-455702.318	12/1/1978	-369556.8513	
01/01/79	35070.348	-420631.97			
02/01/79	-37063.722	-457695.692			
03/01/79	10822.172	-446873.52			
04/01/79	-43430.268	-490303.788			
05/01/79	18146.524	-472157.264			
06/01/79	174935.972	-297221.292			
07/01/79	43871.13	-253350.162			
08/01/79	-83674.482	-337024.644			
09/01/79	-17664.49	-354689.134			
10/01/79	34505.808	-320183.326			
11/01/79	96283.002	-223900.324			
12/01/79	37433.586	-186466.738	12/1/1979	-355041.4878	
01/01/80	-575.412	-187042.15			
02/01/80	223.534	-186818.616			
03/01/80	-2898.886	-189717.502			
04/01/80	500.468	-189217.034			
05/01/80	5219.844	-183997.19			
06/01/80	24746.942	-159250.248			
07/01/80	41387.2912	-117862.9568			
08/01/80	-57314.9712	-175177.928			
09/01/80	-41247.856	-216425.784			
10/01/80	10814.362	-205611.422			
11/01/80	22176.9	-183434.522			
12/01/80	-9707.036	-193141.558	12/1/1980	-182308.0759	-190000.5691
01/01/81	-2551.75	-195693.308			
02/01/81	-12852.3636	-208545.6716			
03/01/81	-14131.3414	-222677.013			
04/01/81	-16957.0412	-239634.0542			
05/01/81	-41321.2528	-280955.307			
06/01/81	-10075.1948	-291030.5018			
07/01/81	-70986.6462	-362017.148			
08/01/81	-93244.0742	-455261.2222			
09/01/81	42034.1898	-413227.0324			
10/01/81	21399.2794	-391827.753			
11/01/81	29714.8742	-362112.8788			
12/01/81	9381.9758	-352730.903	12/1/1981	-314642.7328	-263742.5939
01/01/82	11596.5528	-341134.3502			
02/01/82	-6270.5826	-347404.9328			
03/01/82	-18782.3754	-366187.3082			
04/01/82	-7223.7122	-373411.0204			

05/01/82	-12098.576	-385509.5964			
06/01/82	-6693.1658	-392202.7622			
07/01/82	-11260.6382	-403463.4004			
08/01/82	-56503.756	-459967.1564			
09/01/82	29193.3214	-430773.835			
10/01/82	85571.507	-345202.328			
11/01/82	54127.7694	-291074.5586			
12/01/82	13473.4728	-277601.0858	12/1/1982	-367827.6945	-317875.3685
01/01/83	11189.4914	-266411.5944			
02/01/83	152789.8994	-113621.695			
03/01/83	-159364.2458	-272985.9408			
04/01/83	-1815.2226	-274801.1634			
05/01/83	-29561.487	-304362.6504			
06/01/83	70115.379	-234247.2714			
07/01/83	64151.3692	-170095.9022			
08/01/83	-36400.3188	-206496.221			
09/01/83	21234.1914	-185262.0296			
10/01/83	0	-185262.0296			
11/01/83	-4453.1698	-189715.1994			
12/01/83	36601.4186	-153113.7808	12/1/1983	-213031.2898	-286570.2562
01/01/84	-5369.9696	-158483.7504			
02/01/84	-369.951	-158853.7014			
03/01/84	-12302.0086	-171155.71			
04/01/84	-2611.7136	-173767.4236			
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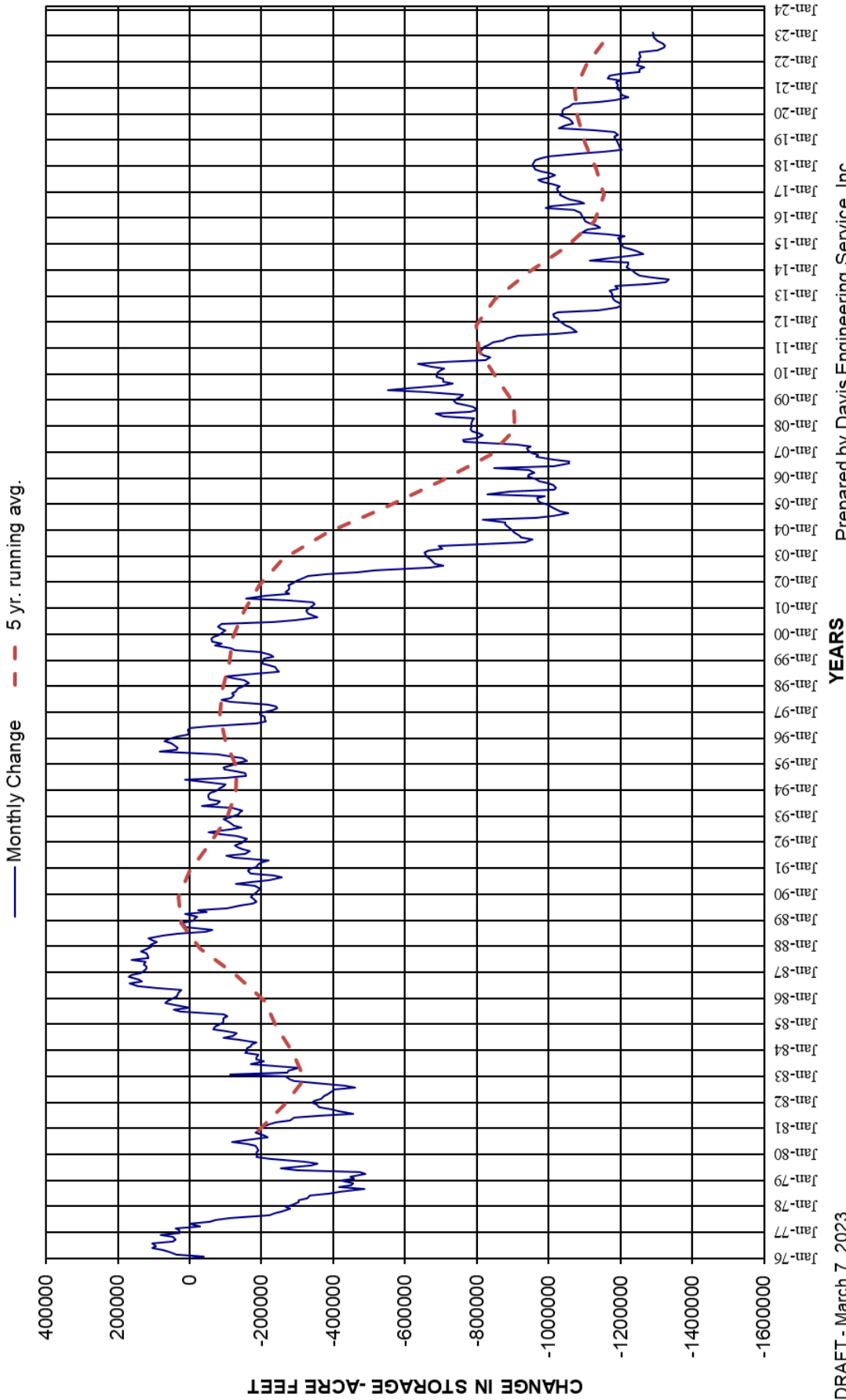
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6/1/2015	46968.2	-1163913.33			
7/1/2015	70787.84	-1093125.49			
8/1/2015	-14081.4	-1107206.89			
9/1/2015	-35710.56	-1142917.45			
10/1/2015	7664.86	-1135252.59			
11/1/2015	24656.14	-1110596.45			
12/1/2015	8471.54	-1102124.91	12/1/2015	-1154997.529	-1128623.638
1/1/2016	2410.03	-1099714.88			
2/1/2016	5580.02	-1094134.86			
3/1/2016	2206.74	-1091928.12			
4/1/2016	3956.31	-1087971.81			
5/1/2016	19093.79	-1068878.02			
6/1/2016	77118.18	-991759.84			
7/1/2016	-15554.33	-1007314.17			
8/1/2016	-91391.73	-1098705.90			
9/1/2016	13871.48	-1084834.42			
10/1/2016	25067	-1059767.42			

11/1/2016	12824.62	-1046942.80			
12/1/2016	15881.49	-1031061.31	12/1/2016	-1063584.46	-1153877.59
1/1/2017	-1794.2	-1032855.51			
2/1/2017	7475.23	-1025380.28			
3/1/2017	2728.59	-1022651.69			
4/1/2017	-7472.02	-1030123.71			
5/1/2017	15197.28	-1014926.43			
6/1/2017	35022.12	-979904.31			
7/1/2017	8517.89	-971386.42			
8/1/2017	-25064.01	-996450.43			
9/1/2017	-21776.23	-1018226.66			
10/1/2017	13056.96	-1005169.70			
11/1/2017	25848.52	-979321.18			
12/1/2017	16004.12	-963317.06	12/1/2017	-1003309.45	-1133890.427
1/1/2018	6818.82	-956498.24			
2/1/2018	2077.39	-954420.85			
3/1/2018	-2343.35	-956764.20			
4/1/2018	-4934.9	-961699.10			
5/1/2018	-17130.05	-978829.15			
6/1/2018	-19227.23	-998056.38			
7/1/2018	-86519.19	-1084575.57			
8/1/2018	-68425.59	-1153001.16			
9/1/2018	-51271.09	-1204272.25			
10/1/2018	5755.53	-1198516.72			
11/1/2018	2897.75	-1195618.97			
12/1/2018	1974.19	-1193644.78	12/1/2018	-1069658.11	-1101341.226
1/1/2019	4027.82	-1189616.96			
2/1/2019	5204.3	-1184412.66			
3/1/2019	2304.92	-1182107.74			
4/1/2019	-11204.73	-1193312.47			
5/1/2019	10141.25	-1183171.22			
6/1/2019	59859.41	-1123311.81			
7/1/2019	94454.99	-1028856.82			
8/1/2019	-17372.66	-1046229.48			
9/1/2019	-19833.44	-1066062.92			
10/1/2019	2215.65	-1063847.27			
11/1/2019	8022.29	-1055824.98			
12/1/2019	12847.84	-1042977.14	12/1/2019	-1113310.95	-1080972.099
1/1/2020	11785.95	-1031191.19			
2/1/2020	-5989.55	-1037180.74			
3/1/2020	2.13	-1037178.61			
4/1/2020	-6929.88	-1044108.49			
5/1/2020	-13185.98	-1057294.47			
6/1/2020	-8759.81	-1066054.28			
7/1/2020	-75408.15	-1141462.43			
8/1/2020	-43214.68	-1184677.11			

9/1/2020	-36764.6	-1221441.71			
10/1/2020	15045.82	-1206395.89			
11/1/2020	4542.87	-1201853.02			
12/1/2020	3935.39	-1197917.63	12/1/2020	-1118896.29	-1073751.852
1/1/2021	8038.3	-1189879.33			
2/1/2021	-126.6	-1190005.89			
3/1/2021	-2258.46	-1192264.35			
4/1/2021	4566.95	-1187697.40			
5/1/2021	-10911.34	-1198608.74			
6/1/2021	34793.55	-1163815.19			
7/1/2021	-6066.57	-1169881.76			
8/1/2021	-31266.84	-1201148.60			
9/1/2021	-52309.37	-1253457.97			
10/1/2021	531.45	-1252926.52			
11/1/2021	-12680.91	-1265607.43			
12/1/2021	20196.97	-1245410.46	12/1/2021	-1209225.31	-1102880.02
1/1/2022	-5546.95	-1250957.41			
2/1/2022	-2966.79	-1253924.20			
3/1/2022	4668.79	-1249255.41			
4/1/2022	-5704.91	-1254960.32			
5/1/2022	1292.18	-1253668.14			
6/1/2022	1874.63	-1251793.51			
7/1/2022	-51913.81	-1303707.32			
8/1/2022	-17033.34	-1320740.66			
9/1/2022	-3519.95	-1324260.61			
10/1/2022	7141.19	-1317119.42			
11/1/2022	14384.53	-1302734.89			
12/1/2022	6592.58	-1296142.31	12/1/2022	-1281605.35	-1158539.20
1/1/2023	4462.5	-1291679.81			
2/1/2023	745.9	-1290933.91			
3/1/2023	902.54	-1290031.37			

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



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

DRAFT - March 7, 2023
Data through February 17, 2023

Tabulation of Measured Groundwater Levels in Wells within Subdistrict#1

USGS 375524106020501, NA04300931CCC, RGWCD13A			
RG13A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.9264803 N	106.03490436 W	7562.51
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	8.13	7554.38	RGWCD
2/1/2022	8.15	7554.36	RGWCD
3/1/2022	8.10	7554.41	RGWCD
4/1/2022	7.99	7554.52	RGWCD
5/12/2022	7.83	7554.68	RGWCD
6/1/2022	7.91	7554.60	RGWCD
7/1/2022	8.18	7554.33	RGWCD
8/1/2022	8.20	7554.31	RGWCD
9/1/2022	8.52	7553.99	RGWCD
10/1/2022	8.58	7553.93	RGWCD
11/1/2022	8.50	7554.01	RGWCD
12/1/2022	8.36	7554.15	RGWCD
1/1/2023	8.35	7554.16	RGWCD
2/1/2023	8.24	7554.27	RGWCD
3/9/2023	8.17	7554.34	RGWCD
USGS 375324105553301, NA04201007CCC, RGWCD18			
RG18			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
57.0	37.89225365 N	105.92872105 W	7550.20
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	15.35	75.31.05	RGWCD
2/1/2022	15.32	7531.08	RGWCD

3/1/2022	15.35	7531.05	RGWCD
4/1/2022	15.30	7531.10	RGWCD
5/10/2022	15.29	7531.11	RGWCD
6/1/2022	15.27	7531.13	RGWCD
7/1/2022	15.18	7531.22	RGWCD
8/1/2022	15.20	7531.20	RGWCD
9/1/2022	15.17	7531.23	RGWCD
10/1/2022	15.17	7531.23	RGWCD
11/1/2022	15.17	7531.23	RGWCD
12/1/2022	15.15	7531.25	RGWCD
1/1/2023	15.15	7531.25	RGWCD
2/1/2023	15.14	7531.26	RGWCD
3/8/2023	15.11	7531.29	RGWCD
USGS 375005106092501, NA04100701BAA, RGWCD21A			
RG21A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.83507202 N	106.15675306 W	7636.36
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/10/2022	18.53	7617.83	RGWCD, USGS
2/1/2022	18.70	7617.66	RGWCD
3/1/2022	18.88	7617.48	RGWCD
4/1/2022	19.10	7617.26	RGWCD
5/12/2022	17.26	7619.10	RGWCD, USGS
6/1/2022	16.49	7619.87	RGWCD
7/1/2022	16.69	7619.67	RGWCD
8/1/2022	16.87	7619.49	RGWCD
9/1/2022	17.23	7619.13	RGWCD
10/1/2022	18.12	7618.24	RGWCD
11/1/2022	17.17	7618.59	RGWCD
12/1/22	18.15	7618.21	RGWCD
1/1/2023	18.70	7617.66	RGWCD
2/1/2023	19.09	7617.27	RGWCD
3/9/2023	19.37	7616.99	RGWCD

USGS 375016106021201, NA04200931CCC2, RGWCD22			
RG22			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.83781084 N	106.03671275 W	7580.87
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
3/1/2022	24.34	7556.53	RGWCD
4/1/2022	24.32	7556.55	RGWCD
5/12/2022	22.99	7557.88	RGWCD, USGS
-	No Measurement	No Measurement	-
USGS 375010105554302, NA04200936DDD2, RGWCD23A			
RG23A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
56.0	37.8361106 N	105.9291867 W	7552.85
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	42.12	7510.28	RGWCD
2/1/2022	41.67	7510.94	RGWCD
3/1/2022	40.88	7511.52	RGWCD
4/1/2022	40.14	7512.26	RGWCD
5/10/2022	40.39	7512.01	RGWCD, USGS
6/1/2022	40.75	7511.65	RGWCD
7/1/2022	42.02	7510.38	RGWCD
8/1/2022	43.58	7508.82	RGWCD
9/1/2022	44.02	7508.38	RGWCD
10/1/2022	43.73	7508.67	RGWCD
11/1/2022	43.15	7509.25	RGWCD
12/1/2022	42.58	7509.82	RGWCD

1/1/2023	42.00	7510.40	RGCWD
2/1/2023	41.42	7510.98	RGCWD
3/8/2023	40.75	7511.65	RGCWD
USGS 375009105503001, NA04101002ABA, RGWCD24A			
RG24A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
34.3	37.83712921 N	105.84191175 W	7535.80
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	16.13	7519.67	RGWCD
2/1/2022	16.16	7519.64	RGWCD
3/1/2022	16.19	7519.61	RGWCD
4/1/2022	16.24	7519.56	RGWCD
5/10/2022	16.09	7519.71	RGWCD, USGS
6/1/2022	16.09	7519.71	RGWCD
7/1/2022	16.07	7519.73	RGWCD
8/1/2022	16.15	7519.65	RGWCD
9/1/2022	16.24	7519.56	RGWCD
10/1/2022	16.21	7519.59	RGWCD
11/1/2022	16.17	7519.63	RGWCD
12/1/2022	16.20	75.19.60	RGWCD
1/1/2023	16.30	7519.50	RGWCD
2/1/2023	16.31	7519.49	RGWCD
3/10/2023	15.94	7519.86	RGWCD
USGS 374410105464701, NA04001109BBB, RGWCD27A			
RG27A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
75.3	37.73608331 N	105.78032456 W	7537.22
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/12/2022	14.77	7518.43	RGWCD, USGS
2/1/2022	14.74	7518.46	RGWCD
3/1/2022	14.76	7518.44	RGWCD
4/5/2022	14.77	7518.43	RGWCD, USGS
5/10/2022	14.78	7518.42	RGWCD, USGS
6/1/2022	14.71	7518.49	RGWCD
7/1/2022	14.79	7518.41	RGWCD
8/1/2022	14.79	7518.41	RGWCD
9/1/2022	14.83	7518.37	RGWCD
10/1/2022	14.85	7518.35	RGWCD
11/1/2022	14.90	7518.30	RGWCD
12/1/2022	15.01	7518.19	RGWCD
1/1/2023	14.96	7518.24	RGWCD
2/1/2023	15.00	7518.20	RGWCD
3/10/2023	14.90	7518.30	RGWCD
USGS 374704105590002, NA04100921DAA, RGWCD28-1			
RG28-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
32.0	37.78448396 N	105.98354869 W	7579.49
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
USGS 374505105554001, NA04100936DDA, RGWCD28A			
RG28A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
53.0	37.75197957 N	105.92816372 W	7571.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/1/2022	40.56	7531.39	RGWCD
2/1/2022	40.31	7531.64	RGWCD
3/1/2022	40.22	7531.73	RGWCD
4/1/2022	40.07	7531.88	RGWCD
5/6/2022	40.47	7531.48	RGWCD, USGS
6/1/2022	40.59	7531.36	RGWCD
7/1/2022	40.68	7531.27	RGWCD
8/1/2022	41.74	7530.21	RGWCD
9/1/2022	42.23	7529.72	RGWCD
10/1/2022	42.26	7529.69	RGWCD
11/1/2022	42.13	7529.82	RGWCD
12/1/2022	42.02	7529.93	RGWCD
1/1/2023	41.88	7530.07	RGWCD
2/1/2023	41.70	7530.25	RGWCD
3/8/2023	41.53	7530.42	RGWCD
USGS 374446106022001, NA04000801AAD, RGWCD29			
RG29			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.74568511 N	106.03849378 W	7608.27
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
RGWCD29A			
RG29A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.74810207 N	106.03860429 W	7608.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	34.92	7574.03	RGWCD
2/1/2022	34.61	7574.34	RGWCD

3/1/2022	34.38	7574.57	RGWCD
4/1/2022	34.20	7574.75	RGWCD
5/12/2022	34.77	7574.18	RGWCD, USGS
6/1/2022	34.10	7574.85	RGWCD
7/1/2022	35.90	7573.05	RGWCD
8/1/2022	36.53	7572.42	RGWCD
-	No Measurement	No Measurement	-
USGS 374736106053404, NA04100815CCC4, RGWCD29-1			
RG29-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.3	37.79492139 N	106.09337319 W	7622.47
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
USGS 374455106085501, NA04100831CCC, RGWCD31			
RG31			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
73.0	37.74863225 N	106.14876475 W	7668.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/11/2022	43.48	7625.52	RGWCD, USGS
2/4/2022	43.61	7625.39	RGWCD, USGS
3/3/2022	43.63	7625.37	RGWCD, USGS
4/12/2022	43.75	7625.25	RGWCD, USGS
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
7/12/2022	45.04	7623.96	RGWCD, USGS
8/9/2022	45.14	7623.86	RGWCD, USGS
9/8/2022	44.64	7624.36	RGWCD, USGS
10/13/2022	45.02	7623.98	RGWCD

11/9/2022	45.01	7623.99	RGWCD
12/7/2022	44.57	7624.43	RGWCD
1/11/2023	44.68	7624.32	RGWCD
2/7/2023	44.76	7624.24	RGWCD
3/9/2023	44.75	7624.25	RGWCD
USGS 374500106153401, NA04100636DDD, RGWCD33B			
RG33B			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.75035656 N	106.25933339 W	7755.58
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	80.11	7675.47	RGWCD
2/1/2022	80.15	7675.43	RGWCD
3/1/2022	80.42	7675.16	RGWCD
4/1/2022	80.50	7675.08	RGWCD
5/12/2022	82.23	7673.35	RGWCD
6/1/2022	83.31	7672.27	RGWCD
7/1/2022	84.17	7671.41	RGWCD
8/1/2022	84.30	7671.28	RGWCD
9/1/2022	84.27	7671.31	RGWCD
10/1/2022	83.99	7671.59	RGWCD
11/1/2022	83.38	7672.20	RGWCD
12/1/2022	82.96	7672.62	RGWCD
1/1/2023	82.55	7673.03	RGWCD
2/1/2023	82.42	7673.16	RGWCD
3/9/2023	82.26	7673.32	RGWCD
USGS 374046106163801, NA04000625CBC, RGWCD35			
RG35			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
48.0	37.67986113 N	106.27752283 W	7810.76
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
5/12/2022	26.96	7783.80	RGWCD,USGS
6/3/2022	30.15	7780.61	RGWCD,USGS
7/12/2022	33.83	7776.93	RGWCD
8/9/2022	33.89	7776.87	RGWCD
9/9/2022	36.50	7774.26	RGWCD,USGS
-	No Measurement	No Measurement	-
RGWCD35A			
RG35A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.67984318 N	106.27752760 W	7811.09
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	45.51	7765.58	RGWCD
2/1/2022	47.64	7763.45	RGWCD
3/1/2022	49.27	7761.82	RGWCD
4/1/2022	50.58	7760.51	RGWCD
5/12/2022	50.38	7760.71	RGWCD
6/1/2022	50.56	7760.53	RGWCD
7/1/2022	50.50	7760.59	RGWCD
8/1/2022	49.94	7761.15	RGWCD
9/1/2022	49.57	7761.52	RGWCD
10/1/2022	50.00	7761.09	RGWCD
11/1/2022	49.63	7761.46	RGWCD
12/1/2022	49.24	7761.85	RGWCD
1/1/2023	49.85	7761.24	RGWCD
2/1/2023	50.86	7760.23	RGWCD
3/9/2023	52.22	7758.87	RGWCD

USGS 373924106082501, NA03900806BCB, RGWCD37			
RG37			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
37.0	37.65664607 N	106.14877939 W	7683.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/12/2022	36.41	7647.33	RGWCD, USGS
2/4/2022	36.40	7647.34	RGWCD, USGS
3/1/2022	37.38	7646.36	RGWCD
4/1/2022	37.38	7646.36	RGWCD
5/12/2022	37.10	7646.64	RGWCD, USGS
6/1/2022	36.31	7647.43	RGWCD
7/12/2022	38.84	7644.90	RGWCD, USGS
-	No Measurement	No Measurement	-
9/9/2022	39.07	7644.90	RGWCD, USGS
10/13/2022	38.02	7645.72	RGWCD
11/9/2022	36.90	7646.84	RGWCD
12/7/2022	36.41	7647.33	RGWCD
1/11/2023	36.27	7647.47	RGWCD
2/7/2023	35.91	7647.83	RGWCD
3/9/2023	35.84	7647.90	RGWCD
USGS 374210106053001, NA04000815CCC, RGWCD37-1			
RG37-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.70511497 N	106.09358614 W	7642.92
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	38.82	7604.10	RGWCD
2/1/2022	38.65	7604.27	RGWCD
3/1/2022	38.53	7604.39	RGWCD
4/1/2022	38.40	7604.52	RGWCD

5/10/2022	38.42	7604.50	RGWCD, USGS
6/1/2022	38.30	7604.62	RGWCD
7/1/2022	40.06	7602.86	RGWCD
8/1/2022	41.38	7601.54	RGWCD
9/1/2022	41.17	7601.75	RGWCD
10/1/2022	40.52	7602.40	RGWCD
11/1/2022	40.46	7602.46	RGWCD
12/1/2022	40.05	7602.87	RGWCD
1/1/2023	39.82	7603.10	RGWCD
2/1/2023	39.66	7603.26	RGWCD
3/3/2023	39.53	7603.39	RGWCD
USGS 373944106022001, NA04000931CCC, RGWCD39			
RG39			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
28.0	37.66177691 N	106.03886731 W	7616.65
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	26.59	7591.60	RGWCD
2/1/2022	26.27	7591.92	RGWCD
3/1/2022	26.07	7592.12	RGWCD
4/1/2022	25.93	7592.26	RGWCD
5/12/2022	25.05	7593.14	RGWCD
-	No Measurement	No Measurement	-
USGS 374220105585801, NA04000916DDD, RGWCD39-1			
RG39-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
29.2	37.70534055 N	105.98357822 W	7590.86
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	27.08	7563.78	RGWCD

2/1/2022	26.89	7563.97	RGWCD
3/1/2022	26.76	7564.10	RGWCD
4/1/2022	26.50	7564.36	RGWCD
5/10/2022	26.54	7564.32	RGWCD, USGS
6/1/2022	26.60	7564.26	RGWCD
7/1/2022	27.03	7563.83	RGWCD
8/1/2022	27.94	7562.92	RGWCD
9/1/2022	28.47	7562.39	RGWCD
10/1/2022	28.99	7561.87	RGWCD
11/1/2022	28.99	7561.87	RGWCD
12/1/2022	28.73	7562.13	RGWCD
1/1/2023	28.48	7562.38	RGWCD
2/1/2023	28.13	7562.73	RGWCD
3/3/2023	27.95	7562.91	RGWCD
USGS 373944105553701, NA03901006BBB, RGWCD40			
RG40			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
28.0	37.66183616 N	105.92740756 W	7575.14
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	17.83	7558.10	RGWCD
2/1/2022	17.60	7558.33	RGWCD
3/1/2022	17.48	7558.45	RGWCD
4/1/2022	17.34	7558.59	RGWCD
5/6/2022	17.28	7558.65	RGWCD,USGS
6/1/2022	16.50	7559.43	RGWCD
7/1/2022	17.96	7557.97	RGWCD
8/1/2022	19.71	7556.22	RGWCD
9/1/2022	19.70	7556.23	RGWCD
10/1/2022	19.53	7556.40	RGWCD
11/1/2022	19.10	7556.83	RGWCD
12/1/2022	18.52	7557.41	RGWCD
1/1/2023	18.22	7557.71	RGWCD
2/1/2023	18.16	7557.77	RGWCD

3/8/2023	18.07	7557.86	RGWCD
USGS 373947105490701, NA03901106BBB, RGWCD41			
RG41			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.66237308 N	105.81863525 W	7542.08
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	10.98	7531.10	RGWCD
2/1/2022	11.06	7531.02	RGWCD
3/1/2022	11.13	7530.95	RGWCD
4/1/2022	11.22	7530.86	RGWCD
5/6/2022	11.23	7530.85	RGWCD
6/1/2022	10.30	7531.78	RGWCD
7/1/2022	10.67	7531.41	RGWCD
8/1/2022	10.94	7531.14	RGWCD
9/1/2022	11.14	7530.94	RGWCD
10/1/2022	11.32	7530.76	RGWCD
11/1/2022	11.49	7530.59	RGWCD
12/1/2022	11.60	7530.48	RGWCD
1/1/2023	11.69	7530.39	RGWCD
2/1/2023	11.81	7530.27	RGWCD
3/3/2023	11.87	7530.21	RGWCD
USGS 373433105513201, NA03901034DDD, RGWCD49			
RG49			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.57517204 N	105.85856339 W	7548.69
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	8.06	7541.09	RGWCD
2/1/2022	8.10	7541.05	RGWCD
3/1/2022	8.10	7541.05	RGWCD

4/1/2022	8.10	7541.05	RGWCD
5/10/2022	7.83	7541.32	RGWCD, USGS
6/1/2022	7.83	7541.32	RGWCD
7/1/2022	7.96	7541.19	RGWCD
8/1/2022	7.97	7541.18	RGWCD
9/1/2022	8.14	7541.01	RGWCD
10/1/2022	8.22	7540.93	RGWCD
11/1/2022	8.19	7540.96	RGWCD
12/1/2022	8.21	7540.94	RGWCD
1/1/2023	8.18	7540.97	RGWCD
2/1/2023	8.20	7540.95	RGWCD
3/3/2023	8.20	7540.95	RGWCD
USGS 373429105554001, NA03901031CCC, RGWCD50A			
RG50A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.57448259 N	105.92832561 W	7569.82
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	15.15	7556.29	RGWCD
2/1/2022	15.17	7556.27	RGWCD
3/1/2022	15.15	7556.29	RGWCD
4/1/2022	15.03	7556.41	RGWCD
5/10/2022	14.43	7557.01	RGWCD, USGS
6/1/2022	13.70	7557.74	RGWCD
7/1/2022	14.59	7556.85	RGWCD
8/1/2022	14.86	7556.58	RGWCD
9/1/2022	15.00	7556.44	RGWCD
10/1/2022	15.11	7556.33	RGWCD
11/1/2022	15.13	7556.31	RGWCD
12/1/2022	15.02	7556.42	RGWCD
1/1/2023	14.95	7556.49	RGWCD
2/1/2023	14.90	7556.54	RGWCD
3/3/2023	14.76	7556.68	RGWCD

USGS 373704105593401, NA03900921BAA1, RGWCD50-1			
RG50-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
32.5	37.61788754 N	105.99401756 W	7594.77
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	17.52	7577.46	RGWCD
2/1/2022	17.32	7577.66	RGWCD
3/1/2022	17.24	7577.74	RGWCD
4/1/2022	17.05	7577.93	RGWCD
5/1/2022	17.31	7577.67	RGWCD
6/1/2022	17.79	7577.19	RGWCD
7/1/2022	19.48	7575.50	RGWCD
8/1/2022	20.76	7574.22	RGWCD
9/1/2022	20.79	7574.19	RGWCD
10/1/2022	20.02	7574.96	RGWCD
11/1/2022	19.61	7575.37	RGWCD
12/1/2022	19.27	7575.71	RGWCD
1/1/2023	18.96	7576.02	RGWCD
2/1/2023	18.80	7576.18	RGWCD
3/3/2023	18.56	7576.42	RGWCD
USGS 373438106022101, NA03900931CCB, RGWCD51			
RG51			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.57691792 N	106.03893236 W	7602.3
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	6.07	7598.01	RGWCD
2/1/2022	6.02	7598.06	RGWCD
3/1/2022	6.08	7598.00	RGWCD
4/1/2022	6.05	7598.03	RGWCD

5/12/2022	4.59	7599.49	RGWCD, USGS
6/1/2022	5.55	7598.53	RGWCD
7/1/2022	5.95	7598.13	RGWCD
8/1/2022	5.41	7598.67	RGWCD
9/1/2022	6.18	7597.90	RGWCD
10/1/2022	6.35	7597.73	RGWCD
11/1/2022	6.27	7597.81	RGWCD
12/1/2022	6.12	7597.96	RGWCD
1/1/2023	6.15	7597.93	RGWCD
2/1/2023	6.05	7595.03	RGWCD
3/9/2023	6.09	7597.99	RGWCD
USGS 373705106051701, NA03900815CDC, RGWCD51-1			
RG51-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.61804315 N	106.08926406 W	7638.71
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/1/2022	13.86	7625.74	RGWCD
2/1/2022	13.93	7625.67	RGWCD
3/1/2022	14.03	7625.57	RGWCD
4/1/2022	14.09	7625.51	RGWCD
5/10/2022	11.12	7628.48	RGWCD
6/1/2022	11.09	7628.51	RGWCD
7/1/2022	12.57	7627.03	RGWCD
8/1/2022	13.88	7625.72	RGWCD
9/1/2022	13.45	7626.15	RGWCD
10/1/2022	14.23	7625.37	RGWCD
11/1/2022	13.85	7625.75	RGWCD
12/1/2022	13.83	7625.77	RGWCD
1/1/2023	13.90	7625.70	RGWCD
2/1/2023	14.02	7625.58	RGWCD
3/3/2023	14.12	7625.48	RGWCD
USGS 374030106020001, NA04000931BAB, RGWCD ALA 2			
ALA 2			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
415.0	37.67500094 N	106.03391380 W	7614.27
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/29/2022	-7.97	7622.24	RGWCD
2/22/2022		7614.27	RGWCD
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
5/17/2022	-8.16	7622.43	RGWCD
6/14/2022	-7.36	7621.63	RGWCD
7/14/2022	-6.45	7620.72	RGWCD
8/18/2022	-5.34	7619.61	RGWCD
9/19/2022	-5.12	7619.39	RGWCD
10/17/2022	-5.82	7620.09	RGWCD
11/22/2022	-6.78	7621.05	RGWCD
12/20/2022	-7.31	7621.58	RGWCD
1/28/2023	-8.22	7622.49	RGWCD
2/22/2023	-8.57	7622.84	RGWCD
*Preliminary Measurement			
USGS 373457106003801, NA03900932BCC, RGWCD ALA10			
ALA 10			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2084.0	37.58139100 N	106.02141390 W	7596.20
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/29/2022	-16.55	7612.75	RGWCD
2/22/2022	-16.12	7612.32	RGWCD
3/16/22	-19.41	7615.61	RGWCD
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
5/20/2022	-16.06	7612.26	RGWCD

6/16/2022	-14.52	7610.72	RGWCD
7/22/2022	-13.32	7609.52	RGWCD
8/23/2022	-12.46	7608.66	RGWCD
9/27/2022	-11.41	7607.61	RGWCD
10/21/2022	-11.89	7608.09	RGWCD
11/21/2022	-14.86	7611.06	RGWCD
12/12/2022	-16.04	7612.24	RGWCD
2/28/2023	-18.26	7614.46	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)
1/31/2022	-10.66	7562.46	RGWCD
2/15/2022	-10.56	7562.36	RGWCD
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
8/18/2022	14.86	7536.94	RGWCD
9/19/2022	14.28	7537.52	RGWCD
10/17/2022	3.22	7548.58	RGWCD
11/22/2022	-5.40	7557.20	RGWCD
12/10/2022	-6.60	7558.40	RGWCD
1/28/2023	-5.95	7557.75	RGWCD
2/22/2023	-11.45	7563.25	RGWCD

*Preliminary Measurement

USGS 373633106040901, NA03900823CAB, RGWCD RIO 3

RIO 3

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
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199.0	37.60916667 N	106.06916670 W	7629.37
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
*Preliminary Measurement			
USGS 373620106054001, NA03900821DDA, RGWCD RIO 4			
RIO 4			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
986.0	37.60555786 N	106.09502700 W	7636.44
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/20/2022	0.68	7635.76	RGWCD
2/22/2022	0.37	7636.07	RGWCD
-	No Measurement	No Measurement	-
4/25/2022	0.75	7635.69	RGWCD
5/20/2022	1.20	7635.24	RGWCD
6/16/2022	2.32	7634.12	RGWCD
7/18/2022	2.83	7633.61	RGWCD
8/23/2022	3.24	7633.20	RGWCD
9/23/2022	3.56	7632.88	RGWCD
10/24/2022	2.46	7633.98	RGWCD
11/16/2022	1.94	7634.50	RGWCD
12/14/2022	1.06	7635.38	RGWCD
1/27/2023	0.55	7635.89	RGWCD
2/18/2023	0.38	7636.06	RGWCD
*Preliminary Measurement			
USGS 375035106105501, NA04200735BCC, RGWCD SAG 1			
SAG1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
825.0	37.84305656 N	106.18252770 W	7651.62

Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/28/2022	27.83	7623.79	RGWCD
2/24/2022	27.23	7624.39	RGWCD
-	No Measurement	No Measurement	-
4/26/2022	28.54	7623.08	RGWCD
5/23/2022	29.51	7622.11	RGWCD
6/16/2022	30.29	7621.33	RGWCD
7/28/2022	31.90	7619.72	RGWCD
8/24/2022	31.98	7619.64	RGWCD
9/26/2022	30.02	7621.60	RGWCD
10/26/2022	28.42	7623.20	RGWCD
11/26/2022	27.28	7624.34	RGWCD
12/21/2022	26.82	7624.80	RGWCD
1/28/2023	27.22	7624.40	RGWCD
2/21/2023	27.44	7624.18	RGWCD
*Preliminary Measurement			
USGS 375310106021501, NA04200907CCC, RGWCD SAG 2			
SAG 2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
1987.0	37.73608331 N	105.78032456 W	7567.15
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2022	-41.52	7608.67	RGWCD
-	No Measurement	No Measurement	-
3/29/2022	-42.35	7608.70	RGWCD
-	No Measurement	No Measurement	-
5/23/2022	-42.79	7609.14	RGWCD
6/17/2022	-42.16	7608.51	RGWCD
7/28/2022	-39.05	7605.40	RGWCD
8/24/2022	-37.89	7604.24	RGWCD
9/26/2022	-37.87	7604.22	RGWCD

10/26/2022	-39.25	7605.60	RGWCD
11/26/2022	-40.53	7606.88	RGWCD
12/21/2022	-41.38	7607.73	RGWCD
1/28/2023	-43.15	7609.50	RGWCD
2/21/2023	-43.43	7609.78	RGWCD
*Preliminary Measurement			
USGS 375155106021501, NA04200919CCC1, RGWCD SAG 4			
SAG 4			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2301.0	37.86527760 N	106.03807770 W	7572.18
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2022	-43.79	7618.11	RGWCD
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
5/23/2022	-43.57	7617.89	RGWCD
6/17/2022	-42.85	7617.17	RGWCD
7/28/2022	-38.98	7613.30	RGWCD
8/24/2022	-39.35	7613.67	RGWCD
9/26/2022	-39.75	7614.07	RGWCD
10/26/2022	-42.01	7616.33	RGWCD
11/26/2022	-43.71	7618.03	RGWCD
12/21/2022	-44.66	7618.98	RGWCD
1/28/2023	-45.36	7619.68	RGWCD
2/21/2023	-45.80	7620.12	RGWCD
*Preliminary Measurement			
USGS 375154106102501, NA04200723CDD, RGWCD SAG 6			
SAG 6			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.86500084 N	106.17419380 W	7634.59
Confined Aquifer			

Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/28/2022	14.89	7620.42	RGWCD
2/24/2022	14.60	7620.71	RGWCD
-	No Measurement	No Measurement	-
4/26/2022	16.30	7619.01	RGWCD
5/23/2022	17.68	7617.63	RGWCD
6/16/2022	19.36	7615.95	RGWCD
-	No Measurement	No Measurement	-
8/24/2022	19.80	7615.51	RGWCD
-	No Measurement	No Measurement	-
10/26/2022	17.01	7618.30	RGWCD
11/26/2022	15.58	7619.73	RGWCD
12/21/2022	15.14	7620.17	RGWCD
1/28/2023	14.73	7620.58	RGWCD
2/21/2023	14.54	7620.77	RGWCD
*Preliminary Measurement			
USGS 375255106084401, NA04200818CCB, RGWCD SAG 9			
SAG 9			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
900.0	37.88194500 N	106.14613690 W	7609.52
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
5/24/2022	-6.00	7616.90	RGWCD
6/17/2022	-4.37	7615.27	RGWCD
7/28/2022	-1.46	7612.36	RGWCD
8/24/2022	-2.37	7613.27	RGWCD
9/26/2022	-2.92	7613.82	RGWCD
10/26/2022	-4.31	7615.21	RGWCD
11/26/2022	-6.71	7617.61	RGWCD

12/21/2022	-7.77	7618.67	RGWCD
2/21/2023	-8.47	7619.37	RGWCD
*Preliminary Measurement			
USGS 375310106050001, NA04200815ACC, RGWCD SAG 10			
SAG 10			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2087.0	37.88638899 N	106.08196780 W	7584.32
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
3/31/2022	-31.37	7615.86	RGWCD
-	No Measurement	No Measurement	-
5/24/2022	-31.45	7615.94	RGWCD
6/17/2022	-29.88	7614.37	RGWCD
7/28/2022	-24.22	7608.71	RGWCD
8/24/2022	-26.02	7610.51	RGWCD
9/26/2022	-27.30	7611.79	RGWCD
10/26/2022	-29.35	7613.84	RGWCD
11/26/2022	-31.39	7615.88	RGWCD
12/21/2022	-32.52	7617.01	RGWCD
2/21/2023	-33.55	7618.04	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)
-	No Measurement	No Measurement	-

2/25/2022	-32.59	7613.80	RGWCD
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
5/23/2022	-33.10	7614.31	RGWCD
6/16/2022	-32.28	6713.49	RGWCD
7/22/2022	-29.59	7610.80	RGWCD
8/24/2022	-28.53	7609.74	RGWCD
9/26/2022	-29.16	7610.37	RGWCD
10/26/2022	-30.67	7611.88	RGWCD
11/22/2022	-31.77	7612.98	RGWCD
12/12/2022	-32.69	7613.90	RGWCD
2/24/2023	-33.54	7614.75	RGWCD
*Preliminary Measurement			
USGS 374915106013001, NA04100906DCD, RGWCD SAG 17			
SAG 17			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
700.0	37.82111088 N	106.02557830 W	7583.18
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
5/23/2022	-25.54	7608.67	RGWCD
6/16/2022	-25.30	7608.43	RGWCD
7/22/2022	-24.11	7607.24	RGWCD
8/24/2022	-24.30	7607.43	RGWCD
9/26/2022	-21.62	7604.75	RGWCD
10/26/2022	-21.93	7605.06	RGWCD
11/22/2022	-21.93	7605.70	RGWCD
12/12/2022	-22.95	7606.08	RGWCD
2/24/2023	-24.04	7607.17	RGWCD
*Preliminary Measurement			
USGS 373450105592901, NA03900933ABA			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.58871896 N	105.98975942 W	7593.61
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	13.39	7580.22	USGS
1/31/2023	10.53	7583.08	USGS
USGS 373820105541501, NA03901008ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
104.0	37.64725136 N	105.90088300 W	7567.84
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	13.22	7554.62	USGS
7/19/2022	15.62	7552.22	USGS
1/31/2023	14.81	7553.03	USGS
USGS 373855105490901, NA03901001DDD1			
EW-32U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.64852484 N	105.81991496 W	7542.15
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	7.48	7534.67	USBR
2/15/2022	7.45	7534.70	USBR
3/15/2022	7.46	7534.69	USBR
4/15/2022	7.45	7534.70	USBR
5/15/2022	7.45	7534.70	USBR
6/15/2022	7.50	7534.65	USBR

7/15/2022	7.64	7534.51	USBR
8/15/2022	7.77	7534.38	USBR
9/15/2022	7.88	7534.27	USBR
10/15/2022	7.95	7534.20	USBR
11/15/2022	8.01	7534.14	USBR
12/15/2022	8.04	7534.11	USBR
USGS 373855105490902, NA03901001DDD2			
EW-32C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
200.0	37.64852484 N	105.81991496 W	7542.15
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	8.81	7533.34	USBR
2/15/2022	8.60	7533.55	USBR
3/15/2022	8.46	7533.69	USBR
4/15/2022	8.35	7533.80	USBR
5/15/2022	9.28	7532.87	USBR
6/15/2022	9.03	7533.12	USBR
7/15/2022	10.55	7531.60	USBR
8/15/2022	10.37	7531.78	USBR
9/15/2022	11.47	7530.68	USBR
10/15/2022	10.49	7531.66	USBR
11/15/2022	10.14	7532.01	USBR
12/15/2022	9.58	7532.57	USBR
USGS 373950105534001, NA04001033BCB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
135.0	37.67158430 N	105.89138270 W	7562.85
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/25/2022	15.38	7547.47	USGS
1/25/2023	17.76	7545.09	USGS
USGS 374002106021401, NA04000931BBC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.67227880 N	106.03871950 W	7616.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	26.99	7589.3	USGS
1/31/2023	28.52	7587.77	USGS
USGS 374110105565501, NA04000924CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
62.0	37.69111165 N	105.94621710 W	7579.96
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
USGS 374224105493901, NA04001024BAA1			
EW-33U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.70649518 N	105.82779667 W	7545.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	22.94	7522.35	USBR
2/25/2022	22.74	7522.55	USBR
3/15/2022	22.60	7522.69	USBR
4/15/2022	22.49	7522.80	USBR

5/15/2022	22.41	7522.88	USBR
6/15/2022	22.56	7522.73	USBR
7/15/2022	22.69	7522.60	USBR
8/15/2022	22.89	7522.40	USBR
9/15/2022	22.97	7522.32	USBR
10/15/2022	23.01	7522.28	USBR
11/15/2022	22.92	7522.37	USBR
12/15/2022	22.81	7522.48	USBR
USGS 374224105493902, NA04001024BAA2			
EW-33C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
152.0	37.70649518 N	105.82779667 W	7545.29
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	21.40	7523.89	USBR
2/15/2022	21.14	7524.15	USBR
3/15/2022	21.09	7524.20	USBR
4/15/2022	21.56	7523.73	USBR
5/15/2022	25.24	7520.05	USBR
6/15/2022	24.59	7520.70	USBR
7/15/2022	26.43	7518.86	USBR
8/15/2022	25.17	7520.12	USBR
9/15/2022	23.66	7521.63	USBR
10/15/2022	22.72	7522.57	USBR
11/15/2022	22.03	7523.26	USBR
12/15/2022	21.85	7523.44	USBR
USGS 374315105513001, NA04001011CBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
84.0	37.72800006 N	105.85457610 W	7550.86
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	23.73	7527.13	USGS
1/25/2023	23.73	7527.13	USGS
USGS 374407105511601, NA04001010AAA1			
EW-35U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.73525282 N	105.85502763 W	7548.76
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	20.80	7527.96	USBR
2/15/2022	20.64	7528.12	USBR
3/15/2022	20.52	7528.24	USBR
4/15/2022	20.42	7528.34	USBR
5/15/2022	20.50	7528.26	USBR
6/15/2022	20.70	7528.06	USBR
7/15/2022	21.16	7527.60	USBR
8/15/2022	21.92	7526.84	USBR
9/15/2022	22.15	7526.61	USBR
10/15/2022	22.05	7526.71	USBR
11/15/2022	21.84	7526.92	USBR
12/15/2022	21.63	7527.13	USBR
USGS 374407105511602, NA04001010AAA2			
EW-35C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.73525282 N	105.85502763 W	7548.76
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	20.43	7528.33	USBR

2/15/2022	20.29	7528.47	USBR
3/15/2022	20.27	7528.49	USBR
4/15/2022	20.52	7528.24	USBR
5/15/2022	22.16	7526.60	USBR
6/15/2022	27.98	7520.78	USBR
7/15/2022	34.20	7514.56	USBR
8/15/2022	31.61	7517.15	USBR
9/15/2022	23.30	7525.46	USBR
10/15/2022	23.85	7524.91	USBR
11/15/2022	21.57	7527.19	USBR
12/15/2022	21.32	7527.44	USBR
USGS 373640106032002, NA03900824BBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
77.0	37.61727967 N	106.05749800 W	7623.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	18.92	7604.42	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)
1/25/2022	29.47	7631.30	USGS
1/25/2023	30.18	7630.59	USGS
USGS 373830106094001, NA03900712BAB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
107.0	37.64721312	-106.1630196	7694.38

Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	33.05	7661.33	USGS
2/1/2023	33.77	7660.61	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)
1/25/2022	44.91	7681.49	USGS
1/25/2023	43.83	7682.57	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)
1/25/2022	12.16	7672.44	USGS
1/25/2023	12.00	7672.6	USGS
USGS 374032106060202, NA04000828DBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
50.0	37.6828903	-106.1029714	USGS
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
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)
1/25/2022	33.16	7583.18	USGS
1/25/2023	34.90	7581.44	USGS
USGS 374305106163701, NA04000614AAA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
21.0	37.7191413	106.279449	7798.67
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2023	20.61	7778.06	USGS
-	No Measurement	No Measurement	-
USGS 374350106025001, NA04000801DCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
70.0	37.73397250 N	106.04746950 W	7616.35
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	33.42	7582.93	USGS
1/25/2023	35.66	7580.69	USGS

USGS 374415106063002, NA04000804BCC2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
90.0	37.74166749 N	106.11188800 W	7645.53
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	43.16	7602.37	USGS
1/25/2023	44.78	7600.75	USGS
USGS 374549105540201, NA04101032ABB1			
EW-40U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.76367186 N	105.90050172 W	7555.25
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	29.99	7525.26	USBR
2/15/2022	29.90	7525.35	USBR
3/15/2022	29.87	7525.38	USBR
4/15/2022	29.77	7525.48	USBR
5/15/2022	29.90	7525.35	USBR
6/15/2022	30.03	7525.22	USBR
7/15/2022	30.47	7524.78	USBR
8/15/2022	31.02	7524.23	USBR
9/15/2022	31.21	7524.04	USBR
10/15/2022	31.12	7524.13	USBR
11/15/2022	30.92	7524.33	USBR
12/15/2022	30.81	7524.44	USBR
USGS 374549105540202, NA04101032ABB2			
EW-40C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)

140.0	37.76367186 N	105.90050172 W	7555.25
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	29.83	7525.42	USBR
2/15/2022	29.66	7525.59	USBR
3/15/2022	29.56	7525.69	USBR
4/15/2022	29.59	7525.66	USBR
5/15/2022	29.85	7525.40	USBR
6/15/2022	32.62	7522.63	USBR
7/15/2022	35.55	7519.70	USBR
8/15/2022	38.21	7517.04	USBR
9/15/2022	33.18	7522.07	USBR
10/15/2022	31.06	7524.19	USBR
11/15/2022	30.73	7524.52	USBR
12/15/2022	30.58	7524.67	USBR
USGS 374630106010501, NA04100920CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
112.0	37.77838865 N	106.02046800 W	7591.21
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	38.61	7552.6	USGS
1/30/2023	39.88	7551.33	USGS
USGS 374725106053003, NA04100815CCC3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
95.0	37.79202820 N	106.09330340 W	7622.46
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

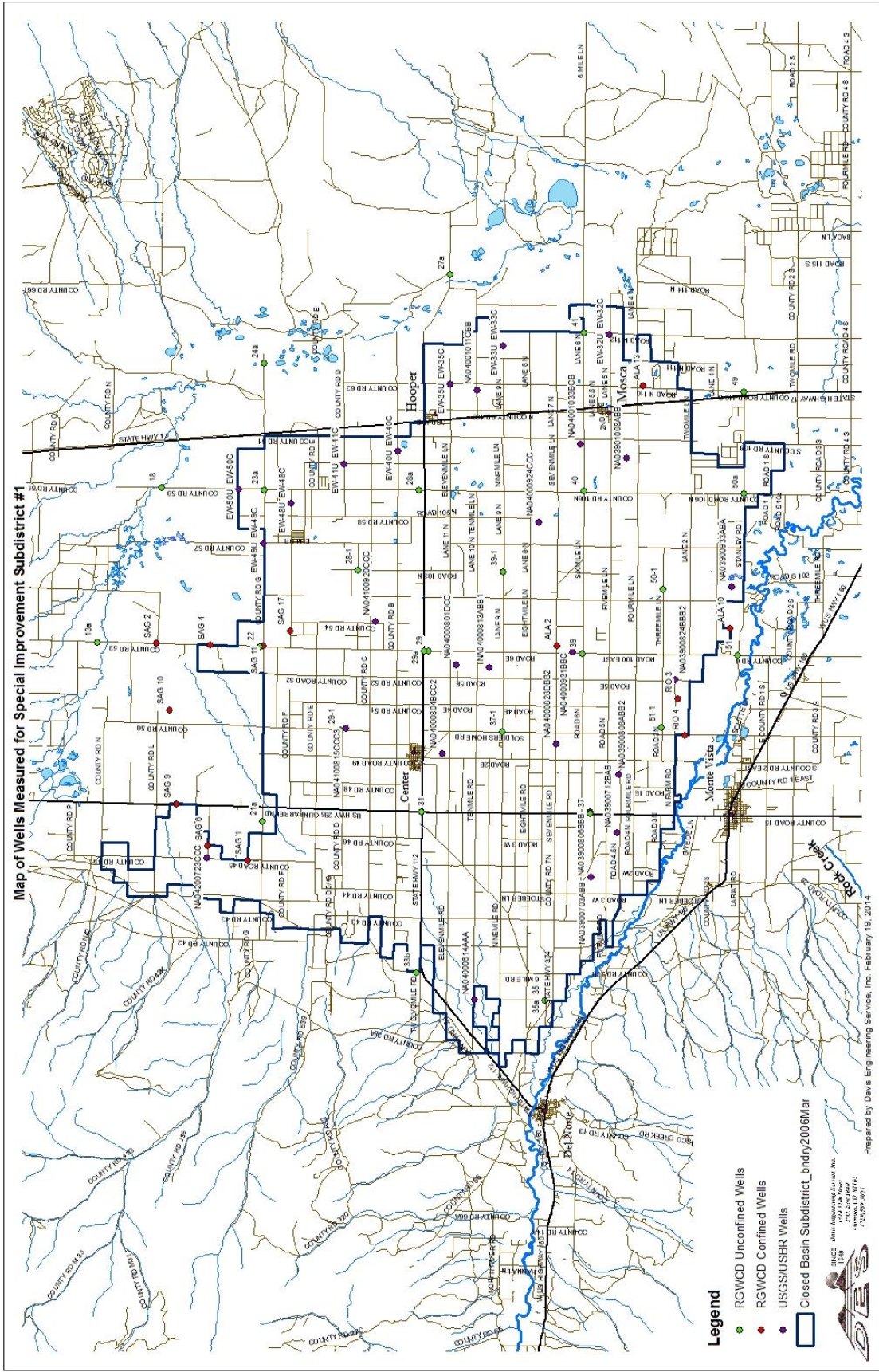
1/25/2022	39.29	7583.17	USGS
1/30/2023	42.49	7579.97	USGS
USGS 374734105543501, NA04101018DDD1			
EW-41U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.79284300 N	105.91032426 W	7554.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	36.93	7518.02	USBR
2/15/2022	36.62	7518.33	USBR
3/15/2022	36.38	7518.57	USBR
4/15/2022	36.17	7518.78	USBR
5/15/2022	36.53	7518.42	USBR
6/15/2022	37.15	7517.80	USBR
7/15/2022	37.79	7517.16	USBR
8/15/2022	38.13	7516.82	USBR
9/15/2022	38.19	7516.76	USBR
10/15/2022	37.98	7516.97	USBR
11/15/2022	37.75	7517.20	USBR
12/15/2022	37.50	7517.45	USBR
USGS 374734105543502, NA04101018DDD2			
EW-41C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
	37.79284300 N	105.91032426 W	7554.95
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	36.11	7518.84	USBR
2/15/2022	35.78	7519.17	USBR
3/15/2022	35.61	7519.34	USBR
4/15/2022	36.49	7518.46	USBR

5/15/2022	37.52	7517.43	USBR
6/15/2022	38.12	7516.83	USBR
7/15/2022	40.61	7514.34	USBR
8/15/2022	38.90	7516.05	USBR
9/15/2022	37.86	7517.09	USBR
10/15/2022	37.30	7517.65	USBR
11/15/2022	36.99	7517.96	USBR
12/15/2022	36.70	7518.25	USBR
USGS 374918105561401, NA04100901DCD1			
EW-48U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.82160275 N	105.93785390 W	7559.88
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
-	No Measurement	No Measurement	-
4/15/2022	43.79	7516.09	USBR
5/15/2022	43.59	7516.29	USBR
6/15/2022	43.60	7516.28	USBR
7/15/2022	43.79	7516.09	USBR
USGS 374918105561402, NA04100901DCD2			
EW-48C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.82160275 N	105.93785390 W	7559.88
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	43.78	7516.10	USBR
2/15/2022	43.42	7516.46	USBR
3/15/2022	43.19	7516.69	USBR

4/15/2022	42.94	7516.94	USBR
5/15/2022	43.41	7516.47	USBR
6/15/2022	44.19	7515.69	USBR
7/15/2022	45.11	7514.77	USBR
8/15/2022	45.70	7514.18	USBR
9/15/2022	44.95	7514.93	USBR
10/15/2022	44.72	7515.16	USBR
11/15/2022	44.48	7515.40	USBR
12/15/2022	44.22	7515.66	USBR
USGS 375011105575401, NA04200934DDD1			
EW-49U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.83609425 N	105.96537466 W	7560.23
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	30.22	7530.01	USBR
2/15/2022	29.91	7530.32	USBR
3/15/2022	29.69	7530.54	USBR
4/15/2022	29.47	7530.76	USBR
5/15/2022	29.61	7530.62	USBR
6/15/2022	30.07	7530.16	USBR
7/15/2022	30.46	7529.77	USBR
8/15/2022	30.99	7529.24	USBR
9/15/2022	31.21	7529.02	USBR
10/15/2022	31.26	7528.97	USBR
11/15/2022	31.08	7529.15	USBR
12/15/2022	30.91	7529.32	USBR
USGS 375011105575402, NA04200934DDD2			
EW-49C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.83609425 N	105.96537466 W	7560.23
Confined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	30.16	7530.07	USBR
2/15/2022	29.88	7530.35	USBR
3/15/2022	29.68	7530.55	USBR
4/15/2022	29.61	7530.62	USBR
5/15/2022	29.96	7530.27	USBR
6/15/2022	30.29	7529.94	USBR
7/15/2022	30.99	7529.24	USBR
8/15/2022	31.34	7528.89	USBR
9/15/2022	31.88	7528.35	USBR
10/15/2022	31.31	7528.92	USBR
11/15/2022	31.07	7529.16	USBR
12/15/2022	30.82	7529.41	USBR
USGS 375100105554201, NA04200936AAA1			
EW-50U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.85032119 N	105.92892777 W	7550.93
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	33.46	7517.47	USBR
2/15/2022	33.20	7517.73	USBR
3/15/2022	33.01	7517.92	USBR
4/15/2022	32.78	7518.15	USBR
5/15/2022	32.76	7518.17	USBR
6/15/2022	33.02	7517.91	USBR
7/15/2022	33.49	7517.44	USBR
8/15/2022	34.10	7516.83	USBR
9/15/2022	34.40	7516.53	USBR
10/15/2022	34.32	7516.61	USBR
11/15/2022	34.12	7516.81	USBR
12/15/2022	33.90	7517.03	USBR
USGS 375100105554202, NA04200936AAA2			

EW-50C			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
123.0	37.85032119 N	105.92892777 W	7550.93
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2022	31.53	7519.40	USBR
2/15/2022	31.15	7519.78	USBR
3/15/2022	30.97	7519.96	USBR
4/15/2022	32.57	7518.36	USBR
5/15/2022	36.51	7514.42	USBR
6/15/2022	37.51	7513.42	USBR
7/15/2022	39.94	7510.99	USBR
8/15/2022	39.63	7511.30	USBR
9/15/2022	33.62	7517.31	USBR
10/15/2022	33.78	7517.15	USBR
11/15/2022	32.33	7518.60	USBR
12/15/2022	32.04	7518.89	USBR
USGS 375155106105501, NA04200723CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.86658420 N	106.18291630 W	7645.61
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	26.11	7619.50	USGS
1/30/2023	25.59	7620.02	USGS



Map of Wells Measured for Special Improvement Subdistrict #1

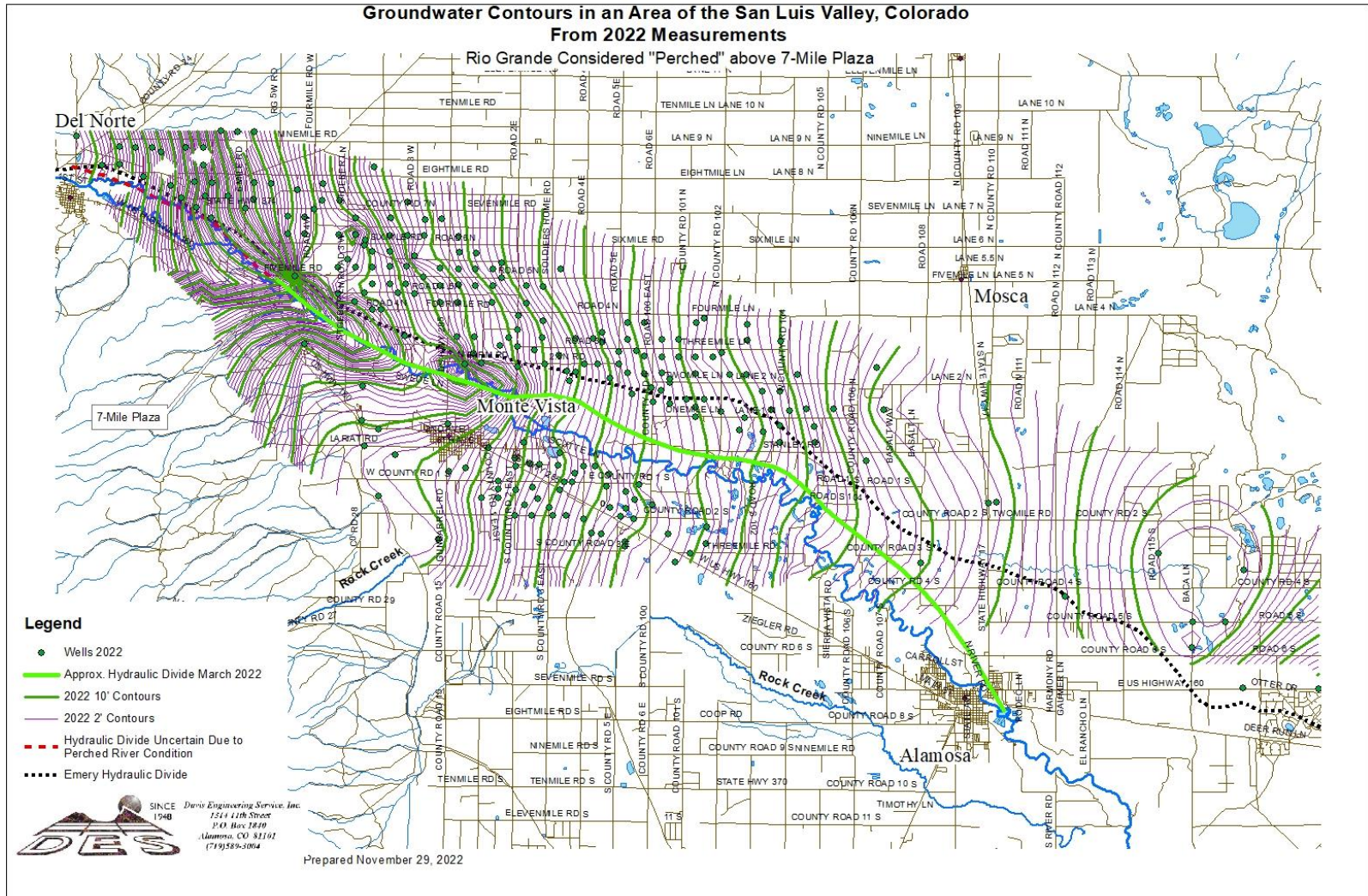
Legend

- RGWCD Unconfined Wells
- RGWCD Confined Wells
- USGS/USBR Wells
- ▭ Closed Basin Subdistrict_bndry2006Mar

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

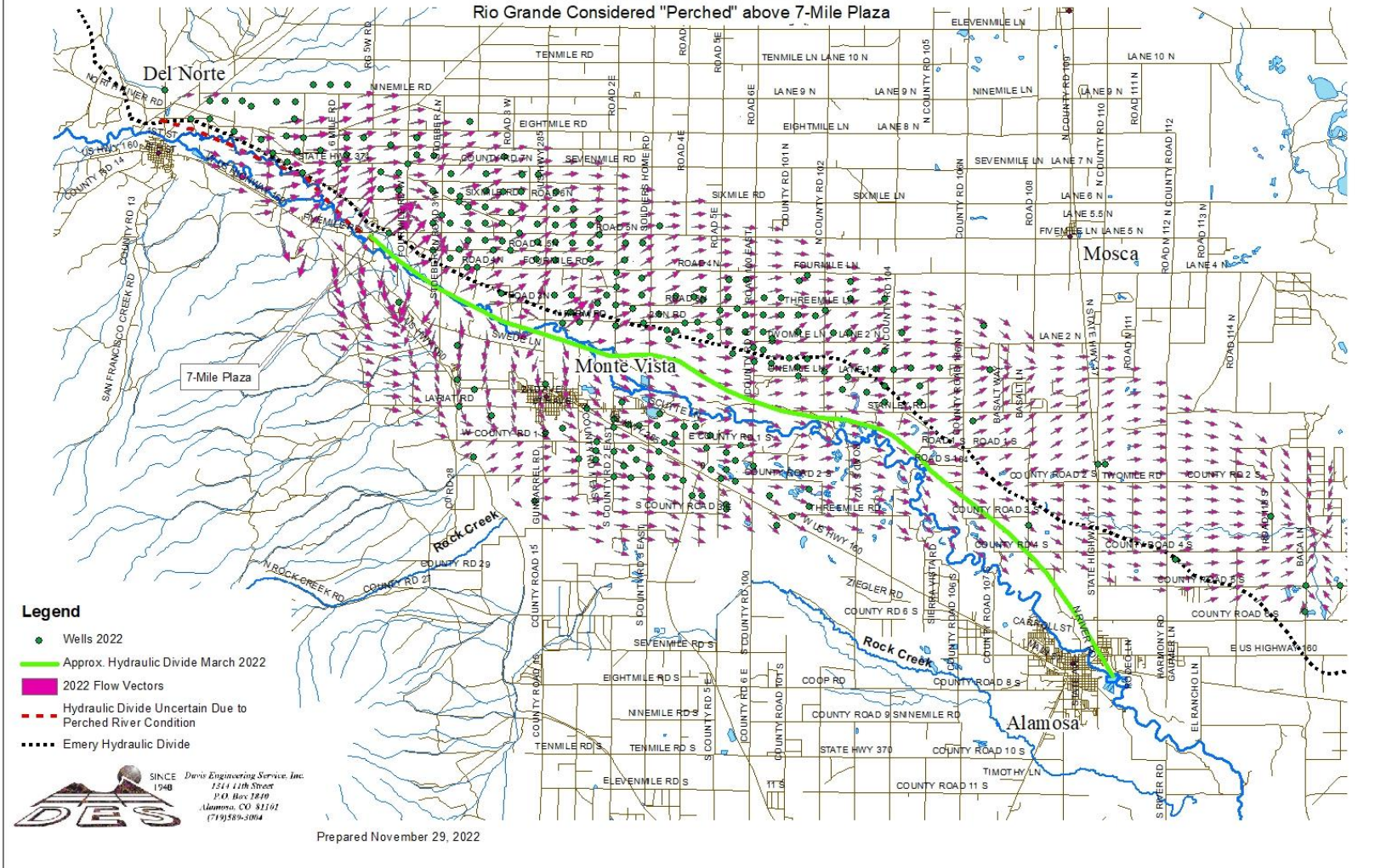
APPENDIX K

MAPS OF HYDRAULIC DIVIDE SHOWING GROUNDWATER CONTOURS AND FLOW VECTORS PREPARED FROM SPRING 2022 WELL MEASUREMENTS



Groundwater Flow Vectors in an Area of the San Luis Valley, Colorado
From 2022 Measurements

Rio Grande Considered "Perched" above 7-Mile Plaza



Appendix L - CREP and Fallow Programs

Description of eligibility for CREP program: Irrigated cropland must meet all land CRP cropland eligibility requirements as established in National CRP Directives; must have been irrigated with ground water or surface water at a rate of not less than ½ acre-foot per acre for 4 out of 6 years 2008 - 2013; must have been irrigated with not less than ½ acre-foot per acre for the planting of an irrigated crop within 24 months prior to submission of an offer; must be physically and legally capable of being irrigated in a normal manner when offered for enrollment; must have water rights that are in good standing and must be owned or controlled by the cropland owner. Surface water historically diverted and/or assigned to the parcel containing the enrolled CREP acres must continue to be diverted for recharge in a manner legally accepted by the State Engineer on the parcel or in close proximity at an approved Subdistrict location.

Permanent CREP										
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3	WDID4	WDID5	
ALA#03	2014	Permanent	NE 08-40-10	124.9	2013956					
ALA#06	2014	Permanent	SW 24-39-09	126	2005950	2005951	2005955			
ALA#07	2014	Permanent	NE 06-38-10	119.5	2014091	2006322	2006321	2014092		
ALA#08	2014	Permanent	SE 06-38-10	119.2	2006327	2006328				
ALA#09	2014	Permanent	SW 06-38-10	121.1	2006325	2006326				
ALA#10	2014	Permanent	NE 08-38-10	118.1	2006332	2006331				
ALA#12	2014	Permanent	NE 07-39-11	122.8	2006684	2006685	2006686			
ALA#15	2014	Permanent	SW 31-39-10	67	2014274	2014107	2005512	2005448		
ALA#17	2015	Permanent	SE 08-40-10	118.6	2005098					
ALA#18	2015	Permanent	SW 08-40-10	122	2008177	2008178	2013955			
ALA#22	2015	Permanent	SE 24-39-09	121	2006005	2006656	2005171	2006655		
ALA#23	2015	Permanent	NW 06-38-10	124.66	2006323	2006324	2014088			
ALA#25	2015	Permanent	SE 25-39-09	80	2008223	2008224	2008225	2014054		
SAG#06	2015	Permanent	NE 23-42-07	114.1	2705248					
ALA#26	2016	Permanent	NW 20-39-10	110	2005476	2005537	2005538	2014266		
ALA#27	2016	Permanent	NE 20-39-10	110	2005769	2005770	2005771	2014270		
ALA#28	2016	Permanent	SE 20-39-10	110	2005766	2005767	2005768	2014267	2014268	
ALA#29	2016	Permanent	NE 03-39-09	92.9	2008439					
ALA#30	2016	Permanent	NW 03-39-09	122.3	2008440	2208441				
ALA#31	2016	Permanent	SW 03-39-09	94	2009992					
ALA#32	2016	Permanent	SE 23-39-09	123	2009197	2014045	2014046			
ALA#33	2016	Permanent	NE 24-39-09	126	2006003	2006004	2006653	2006654	2014311	
ALA#34	2016	Permanent	NW 24-39-09	126	2005952	2005953	2005954			
RG#04	2016	Permanent	N1/2N1/2 23-39-08	149.8	2005121	2008772				
ALA#38	2018	Permanent	SE 05-38-10	121.28	2014309	2006334	2014080	2006333		
ALA#39	2018	Permanent	NE 05-38-10	120.5	2006337	2006338	2014081	2014082		
ALA#40	2020	Permanent	SE 12-40-09	118	2010499	2010500	2013906	2014178		
ALA#41	2020	Permanent	SW 34-40-09	121.84	2006528	2006529				
ALA#42	2020	Permanent	NE 22-40-09	120	2014189	2009110				
SAG#33	2020	Permanent	NW 28-41-09	122.8	2008239					
SAG#34	2020	Permanent	SE 10-41-09	122	2705472					
ALA#43	2021	Permanent	NE 07-40-10	120	2008146	2008147	2013953			
ALA#44	2021	Permanent	NE 24-40-10	120.01	2005665	2005664	2005666			
ALA#45	2021	Permanent	NW 24-40-10	120.1	2005662	2005663				
ALA#46	2021	Permanent	SE 28-40-09	120	2010786	2010787				
ALA#47	2021	Permanent	SW 11-39-09	120.11	2008389	2014023				

Appendix L - CREP and Fallow Programs

Temporary CREP										
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3	WDID4	WDID5	Return Year
ALA#02	2014	Temporary	NW 23-39-09	120	2005642	2005643	2014474			2029
ALA#11	2014	Temporary	NW 12-40-10	121.5	2006153	2013962				2029
RG#01	2014	Temporary	NW 06-40-08	130	2006478	2008677	2008678	2012887		2029
RG#02	2014	Temporary	SE 10-39-09	120.4	2005857	2008391				2029
SAG#01	2014	Temporary	NE 09-41-08	144	2705126					2029
SAG#02	2014	Temporary	NW 09-41-08	144	2705519	2706148				2029
SAG#03	2014	Temporary	S1/2NE1/4 NENE 15-41-07 NW 14-41-07	210	2705342	2706196				2029
SAG#04	2014	Temporary	S1/2NW1/4 15-41-07	60	2705341	2706195				2029
ALA#16	2015	Temporary	SW 13-40-09	124	2008155	2008156				2030
ALA#19	2015	Temporary	SE 36-40-10	120	2008129	2008130	2014244			2030
ALA#21	2015	Temporary	NE 31-40-10	129	2005921	2005941	2006283	2006525		2030
ALA#24	2015	Temporary	NW 05-38-10	120.97	2006335	2006336	2014086	2014087		2030
SAG#07	2015	Temporary	N1/2SE1/4 NE 17-41-07	172.09	2705318					2030
SAG#08	2015	Temporary	SW 33-41-07	113	2012537	2014288				2030
SAG#09	2015	Temporary	NW N1/2SW 16-41-07	191	2706253	2705317				2030
SAG#10	2015	Temporary	SE 05-41-07	116.5	2705186	2705328				2030
SAG#11	2015	Temporary	SE 14-41-07	120	2705054					2030
ALA#35	2016	Temporary	SW 23-40-09	122	2005133	2005533				2031
RG#03	2016	Temporary	NW 1/4 & N/2 SW 1/4 5-39-7	139.9	2005886	2005868				2031
RG#07	2016	Temporary	SE 31-40-07	122	2005595					2031
RG#08	2016	Temporary	NE 19-39-08	123.32	2013377	2013618				2031
SAG#12	2016	Temporary	NE 22-41-07	120	2706014					2031
SAG#13	2016	Temporary	SW 11-41-07	124	2706246					2031
ALA#36	2017	Temporary	SW 16-40-09	113.92	2009113					2032
SAG#14	2017	Temporary	SW 24-41-07	120	2705344					2032
SAG#15	2017	Temporary	SE 04-41-07	122.4	2705067	2705068	2705523			2032
SAG#16	2017	Temporary	SW 04-41-07	123.4	2705069	2705070				2032
ALA#37	2018	Temporary	NW 01-40-09	106	2005774	2005775				2033
SAG#17	2018	Temporary	SE 24-42-08	120	2705293					2033
SAG#18	2018	Temporary	SW 24-42-08	120.35	2705290					2033
SAG#19	2018	Temporary	SE 33-42-07	114.32	2705224					2033
SAG#20	2018	Temporary	SW 34-42-07	124.78	2705225					2033
SAG#21	2018	Temporary	SE 34-42-07	125.58	2705225					2033
SAG#22	2018	Temporary	NE 33-42-07	119.3	2705224					2033
SAG#23	2018	Temporary	SE 10-41-07	123	2705197	2705359				2033
SAG#24	2018	Temporary	NE 22-42-07	125.15	2705246	2706237				2033
SAG#25	2018	Temporary	SW 03-41-07	126.1	2705006	2705790				2033
SAG#26	2018	Temporary	NW 03-41-07	126.3	2705184					2033
SAG#27	2018	Temporary	NE 04-41-07	125.5	2705185	2705356				2033
SAG#28	2018	Temporary	NW 04-41-07	53.6	2705327					2033
RG#09	2019	Temporary	SW 33-40-07	118.36	2006376	2006375				2034
RG#10	2019	Temporary	SE 29-40-07	120	2005127	2005168				2034
SAG#29	2019	Temporary	NE 20-40-07	112.81	2013784					2034
SAG#30	2019	Temporary	NW 34-42-07	126.95	2705259	2705021	2705020			2034
SAG#31	2019	Temporary	NE 34-42-07	118.9	2706194					2034
SAG#32	2020	Temporary	NE 23-41-07	120	2705347	2706258				2035
ALA#49	2022	Temporary	NE 15-39-09	120	2006678	2006679				2037
ALA#50	2022	Temporary	SE 15-39-09	120	2005923					2037
RG#11	2022	Temporary	SW 15-40-06	100	2005116					2037
ALA#52	2023	Temporary	SW 32-40-09	120	2009084	2009082	2013887			2038
SAG#35	2023	Temporary	SE 35-41-07	120	2009940	2013577				2038
SAG#36	2023	Temporary	NE 35-41-07	130.02	2005038	2010590	2014490			2038
SAG#37	2023	Temporary	NW 23-42-07	114.54	2705247					2038
SAG#38	2023	Temporary	NW 18-41-08	120	2705080					2038

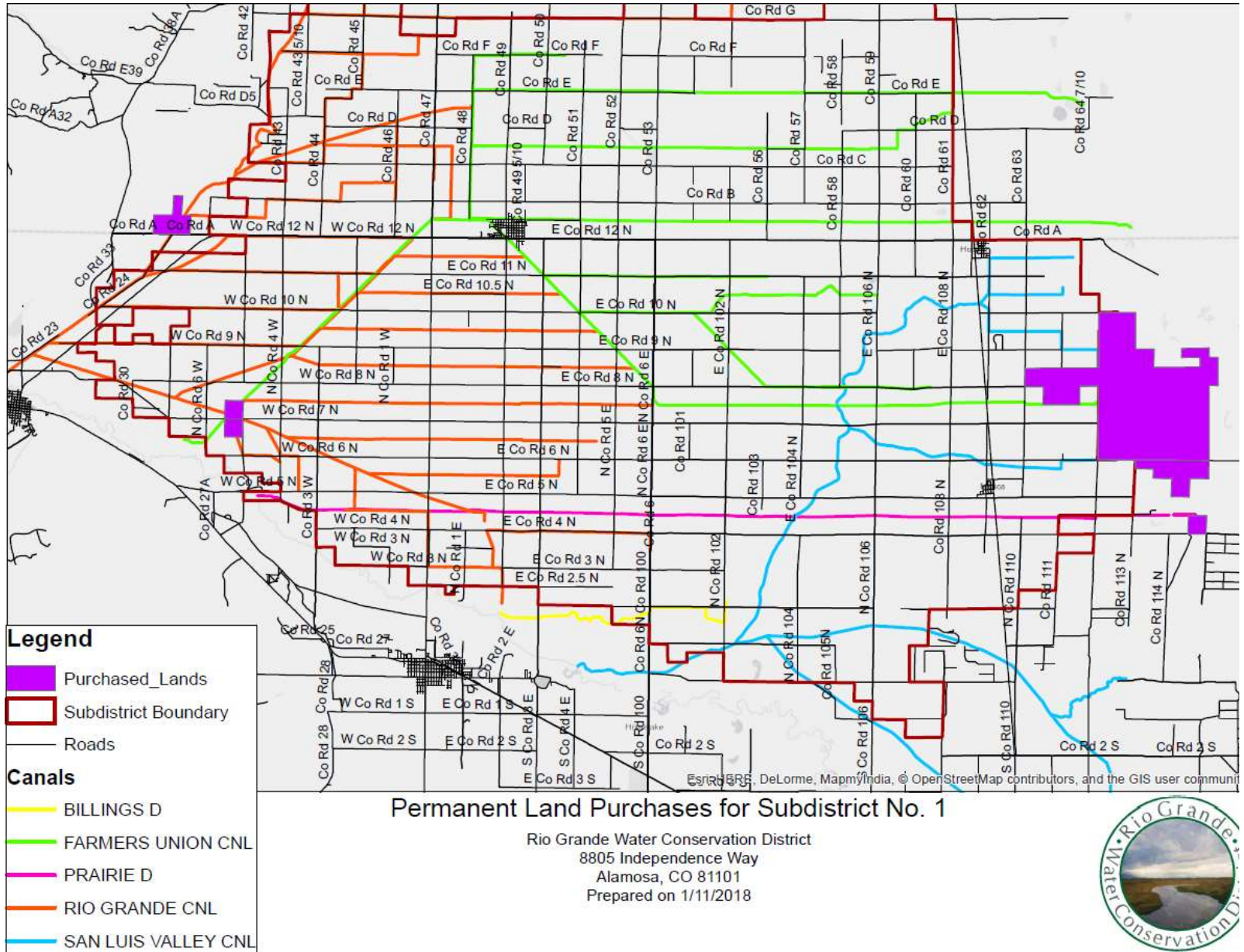
Appendix L - CREP and Fallow Programs

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

Subdistrict 1 Fallow Program										
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3	WDID4	WDID5	Return Year
#1	2020	SD1 Fallow	20-40-7	38.09	2013693					2024
#2	2020	SD1 Fallow	NW1/4 26-41-7	125	2005731					2024
#3	2020	SD1 Fallow	NW4 SEC 31-40-7	121	2013884					2024
#4	2020	SD1 Fallow	S1/2NW1/4 10-42-7	120	2706159					2024
#5	2021	SD1 Fallow	NE 10-41-9	120	2705471					2024
#6	2021	SD1 Fallow	NW 21-41-8	110	2705395	2705517				2024
#7	2021	SD1 Fallow	NW1/4 29-39-10	73.46	2008226	2014273				2025
#8	2021	SD1 Fallow	SW NE 16-40-6	50	2008591					2025
#9	2021	SD1 Fallow	NE SE 22-41-7	119	2009461	2009462				2025
#10	2021	SD1 Fallow	SE 1/4 16-40-9	120	2009114					2025
#11	2021	SD1 Fallow	SE1/4 1-40-9	118	2010568	2005035	2014173			2025

Appendix M

Permanent Subdistrict #1/RGWCD Purchase



APPENDIX N
Centennial Carrier Resolution

March 3, 2023

**RGWCD SPECIAL IMPROVEMENT DISTRICT NO. 1 AND
CENTENNIAL DITCH COMPANY RESOLUTION**

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

Whereas: Subdistrict No. 1 staff presented to the Board, as the reason for this request, that there can be times when there is a dry reach in the Rio Grande when the Excelsior Ditch is sweeping the river. This may occur when the Excelsior Ditch is the calling priority on the Rio Grande and there is no Rio Grande Compact call.

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

Whereas: If the Centennial Ditch allows Subdistrict No. 1 to convey water through the ditch, around the dry reach below the Excelsior and back into the Rio Grande, Subdistrict No. 1 can replace injurious depletions without the high losses that would occur trying to force water through the dry reach..

Whereas: The number of days it would be necessary to convey water through the Centennial Ditch during the irrigation season will depend on the calling priority on any given day, the amount of water in the Rio Grande available for diversion and Rio Grande Compact administration.

Whereas: Subdistrict No. 1 has offered compensation to the Centennial Ditch Company for this occasional use of the Centennial Ditch which the Board of Directors found acceptable.

Whereas: Subdistrict No. 1 shall provide the appropriate measuring devices under the direction of the Division Engineer to make the necessary measurements for the use of the Centennial Ditch in the manner.

Whereas: Subdistrict No. 1 shall provide the water to be carried for replacing depletions to the headgate of the Centennial Ditch as well as all transit losses occurred through evaporation and seepage to this water as it passes through the Centennial Ditch.

Whereas: Subdistrict No. 1 shall provide accounting subject to the reasonable acceptance of the Centennial Ditch Board of Directors and the Division Engineer.

Whereas: The Centennial Ditch Company assumes no liability for actions of Subdistrict No. 1 and by accepting this proposal does not commit or guarantee any future agreements with Subdistrict No. 1. Unless extended by mutual agreement of Subdistrict No. 1 and the Centennial Ditch Company, this agreement will end April 30, 2024.

Whereas: The Centennial Ditch Company will make all reasonable efforts to deliver/transfer replacement water for well depletions from Subdistrict #1 well pumping through the Centennial Ditch system as efficiently as possible and on a timely basis as required by Subdistrict No. 1 to comply with the Annual Operating Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Centennial Ditch Company authorizes to allow Special Improvement Subdistrict No. 1 of the Rio Grande Water Conservation District to convey water through the Centennial Ditch to replace injurious depletions under the Annual Operating Plan and subject to the terms set forth above. The Centennial Ditch Company and Subdistrict No. 1 will work together to accomplish the terms of this agreement.

BE IT FURTHER RESOLVED that President of the Board Jim Higel is hereby authorized and empowered to execute in the name of the Board of Directors of the Centennial Ditch Company approval of this agreement.

The forgoing resolution was passed by the Board of Directors of the Centennial Ditch Company this 1 day of March, 2023.

ATTEST:

Signed:  Date: 3-3-23

APPENDIX O
Great Sand Dunes National Park Contract Information

January 14, 2021

Pamela Rice, Superintendent
United States Department of the Interior
Great Sand Dunes National Park and Preserve
11500 State Hwy 150
Mosca, CO 81146

Subject: Proposed Sustainability Metric for Future Groundwater Withdrawals by Great Sand Dunes National Park and Preserve

Dear Ms. Rice,

The Great Sand Dunes National Park Service (“NPS”) submitted a proposed Sustainability Metric to satisfy their obligations under their contract allowing participation in the Subdistrict No 1 2020 ARP. The proposal is to limit the pumping from the NPS wells to a total of 54.02 acre-feet from October 1, 2020 through September 30, 2025. This amounts to an average of 10.80 acre-feet/year over the five-year period.

DWR staff had several discussions with NPS representatives, Peter Fahmy and Tyler Gilkerson, as they were developing the metric. Their approach involved examining historical groundwater withdrawal records and establishing a current pumping limit that would not exceed historical withdrawals.

NPS found that available, reliable, historical pumping records are limited for years prior to 2000. They concluded in order to develop a Sustainability Metric by comparing historical and recent pumping records, NPS is limited to the available annual pumping records for 1992 through 1994 and 2000 through 2019. The average groundwater pumping for the 1992 through 1994 period is 15.3 gallons per visitor to the park. Using this data and other sources of information, an estimate of 10.804 acre-feet per year as an average amount of pumping for the entire pre-2000 time period was arrived at. If this average annual pumping is maintained for 5 years, it would total 54.02 acre-feet. This proposed Sustainability Metric is considered to be reasonable given the limited amount of historical data that is available.

NPS is in the process of obtaining a decreed Plan for Augmentation per DWR’s Groundwater Use Rule 6.1.2 which must include NPS’s detailed Sustainability Metric. This metric is considered acceptable for the five-year term described with the condition the metric must be reviewed for incorporation into the Plan for Augmentation when it is brought to court. The metric will be reevaluated at that time or at the end of the five-year period.

The proposed sustainability metric for the Great Sand Dunes National Park of 54.02 acre-feet of total pumping for the period of October 1, 2020 through September 30, 2025 is hereby approved. Be advised that this approval will expire on September 30, 2025 or on the date that

the pumping amount reaches 54.02 acre-feet, whichever comes first. A new sustainability metric must be developed and in place at the time that this approval expires in order for the Park wells to continue to operate after that time.

Sincerely,

A handwritten signature in black ink that reads "Kevin G. Rein". The signature is written in a cursive, flowing style.

Kevin G. Rein, P.E. State Engineer, Director
Colorado Division of Water Resources

ec: Division 3

Great Sand Dunes National Park & Preserve (GSDNPP)

Estimated Pumping for 2023 and Schedule of Depletions

This information was compiled on March 28, 2023, to assist with the compilation of the Annual Replacement Plan for Subdistrict No. 1. The estimated groundwater use for irrigation year 2023 (Table 1) is a prediction representing the average amounts of pumping and groundwater consumption reported from 2011-2022. The Consumptive Use percentage is 10% of total pumping.

Table 1
National Park Service Estimated Net Groundwater Consumptive Use
 (Units in acre-feet)

Year	National Park Service Total					Recharge that Offsets Groundwater					Net Groundwater Consumptive Use
	Irrigation Pumping to Center Pivots	Irrigation Pumping to Flood Irrigation	Other Pumping	Other Consumptive Use Ratio	Groundwater Consumption	Recharge Source 1	Recharge Source 2	Recharge Source 3	Recharge Source 4	Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
2011			9.95	10%	1.00					0	1.00
2012			10.48	10%	1.05					0	1.05
2013			9.74	10%	0.97					0	0.97
2014			10.50	10%	1.05					0	1.05
2015			10.79	10%	1.08					0	1.08
2016			16.36	10%	1.64					0	1.64
2017			7.28	10%	0.73					0	0.73
2018			5.60	10%	0.56					0	0.56
2019			7.75	10%	0.78					0	0.78
2020			11.62	10%	1.16					0	1.16
2021			5.79	10%	0.58					0	0.58
2022			7.63	10%	0.76					0	0.76
2023			9.46	10%	0.95					0	0.95
Avg			9.46		0.95					0	0.95

Estimated stream depletions (acre-feet) (Table 2) are average-based and assume that all groundwater withdrawn by the Park’s wells comes from reduced discharge of Medano Creek (i.e., change in aquifer storage = 0).

Table 2
National Park Service Monthly Net Stream Depletions for 2023 ARP Year
 (Units in acre-feet)

Response Area No.1 Total													
Stream Reach	2023								2024				Total
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Medano Creek	0.080	0.077	0.080	0.080	0.077	0.080	0.077	0.080	0.080	0.075	0.080	0.077	0.946
Total	0.080	0.077	0.080	0.080	0.077	0.080	0.077	0.080	0.080	0.075	0.080	0.077	0.946

Depletions for the irrigation season will be remedied through forbearance agreements. Valid agreements are included for the following owners of water rights.

1. National Park Service
2. The Nature Conservancy
3. Colorado Division of Parks & Wildlife
4. Rio Grande Water Conservation District

Compliance with the Sustainability Metric

GSDNPP obtained approval of the State Engineer per a letter dated January 14, 2021, that describes a Sustainability Metric that is acceptable for a five-year period extending from October 1, 2020, through September 30, 2025. The proposed metric is to limit total pumping from the NPS wells to 54.02 acre-feet, averaging 10.80 acre-feet/year. NPS is in the process of obtaining a decreed Plan for Augmentation and this metric will be reevaluated at the end of the period for incorporation into the Plan. Total pumping for 2021 and 2022 was 6.31 acre-feet and 6.03 acre-feet, respectively. Therefore, total measured NPS pumping under this Sustainability Metric is 12.34 acre-feet. As is consistent with Table 1, predicted pumping for 2023 is 9.46 acre-feet. Therefore, total NPS pumping under this Sustainability Metric is predicted to be 21.80 acre-feet after 2023. Note: Sustainability Metric pumping data are reported on an October-through-September cycle; therefore, annual pumping totals reported in Table 3 differ from those reported in Tables 1 and 2.

Table 3
Compliance with the National Park Service Sustainability Metric
(Units in acre-feet)

Year	Total Pumping
(1)	(2)
2021	6.31
2022	6.03
2023*	9.46
2024	
2025	
Running Total*	21.80
Running Annual Average*	7.27
Total Volume Remaining*	32.22

*predicted

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Rio Grande Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict") and The Nature Conservancy ("TNC"), (sometimes collectively referred to as the "Parties").

RECITALS

- A. TNC owns and operates portions of the Hull Ditch, the Los Ojos Ditch, the South Ditch No. 1, and the South Ditch No. 2 and the water rights decreed thereto ("Ditches"). The Ditches divert water from the Big and Little Spring Creeks in Sections 8, 9, 16, and 20 of Township 40 North, Range 12 East, N.M.P.M. in Alamosa and Saguache Counties, Colorado, and has decreed priorities totaling **60.25 c.f.s.**
- a. Hull Ditch (Big Spring):
 - i. Initial Decreed rate: 16.66 c.f.s.
 - ii. Amount after Selling to Great Sand Dunes National Park: **12.05 c.f.s.**
 - b. Los Ojos Ditch (Big Spring):
 - i. Initial Decreed rate: 33.30 c.f.s.
 - ii. Amount after Selling to Great Sand Dunes National Park: **24.09 c.f.s.**
 - c. South Ditch No. 1 (Little Spring):
 - i. Initial Decreed Rate: 13.33 c.f.s.
 - ii. Amount after Selling to Great Sand Dunes National Park: **9.64 c.f.s.**
 - d. South Ditch No. 2 (Little Spring):
 - i. Initial Decreed Amount: 20.00 c.f.s.
 - ii. Amount after Selling to Great Sand Dunes National Park: **14.47 c.f.s.**
- B. The Subdistrict is responsible for implementing its Plan of Water Management ("Plan") through its Annual Replacement Plan ("ARP"), as approved by the State Engineer.

- C. The quantity of water available for diversion from the Big and Little Spring Creeks by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditches at the top of the Stream Reach in order to remedy injurious stream depletions.
- D. TNC is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Ditches' water rights are remedied by means other than providing water to replace injurious stream depletions.
- E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARP for Plan Year 2023.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Subdistrict and TNC agree as follows:

1. Term of Agreement. This Agreement will be in effect from May 1, 2023, through April 30, 2024.
2. Forbearance by TNC.
 - 2.1. During the term of this Agreement, TNC will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of TNC diverted from the Big and Little Spring Creeks at the headgates of the Ditches under priority nos. 3, 4, 6, and 8 by supplying water to the top of the affected Stream Reaches. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

- 2.2. This Agreement applies on each day during the term of the Agreement that at least one of the Ditches is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.
- 2.3. The number of acre-feet of injurious depletions to the water rights of the Ditches will be calculated each day that at least one of the Ditches is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditches would have been able to divert, but for the depletions caused by wells operating under Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2023 ARP as approved by the State and Division Engineers. The actual amounts of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.
- 2.4. This Agreement will apply only on days when the following properties decreed to the Ditches are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
#4 Hull Ditch	12.05
#5 Los Ojos Ditch	24.09
#6A South Ditch #1	9.64
#8A South Ditch #2	14.47

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditches to divert the full amount of last priority served on that day.

3. **Payment.** The District, acting by and on behalf of the Subdistrict, will pay TNC ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement.
4. **No Subordination or Waiver of Right to Call.** The forbearance by TNC under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditches. Under this Agreement the Ditches will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501 (4)(b) (I)(B), C.R.S., during the term of this Agreement TNC will not require the Subdistrict to make water available for diversion at the headgates of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2023 Annual Replacement Plans.
5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To TNC:

Director of Protection
2424 Spruce Street
Boulder, CO 80302

To the District or Subdistrict:

District Manager/Deputy District Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

6. Remedies. In the event of TNC's default in the performance of this Agreement, the District's and/or Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, TNC's remedies will be to retain all payments made by the District on behalf of the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay TNC for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.


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

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

- 7.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. Any exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Colo.R.Civ.P. 6, then the relevant date will be extended automatically until the next business day.
- 7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of TNC and the Subdistrict. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.
- 7.5. **Waiver.** The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. TNC may not assign its rights or delegate its duties hereunder without the prior written consent of the District and the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of TNC, which consent must not be unreasonably withheld.

- 7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 7.8. Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 7.9. Time. Time is of the essence in this Agreement.
- 7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

The Nature Conservancy

By: 
Nancy Fishbein, Director of Protection

3/15/2023
Date

ACCEPTED:

**The Rio Grande Water Conservation
 District, Water Activity Enterprise**

By: 
Amber Pacheco, Deputy General Manager

3/15/2023
Date

APPROVED:

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

By: 
Taylor Chick, Program Manager

3-15-23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Rio Grande Water Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 ("Subdistrict") and the Rio Grande Water Conservation District ("Water Right Owner"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Water Right Owner holds storage water rights "Water Rights" in San Luis Lake ("Lake"). The Lake, as stated in 95CW40, is a natural lake located in portions of sections 25, 26, 35 and 36 in Range 11E Township 40N NMPM . The following described court cases have explanation of the Water Rights of the Water Right Owner for a total **1,205 Acre Feet** of storage rights in the Lake:

1. Case 95CW40- Equal Share with Colorado Parks and Wildlife
 - a. Storage Capacity Defined: 12,697 Acre Feet at 7,525 MSL
 - b. Total Appropriation: 4,045 Acre Feet
 - c. Adjudication Date: September 5th, 1996
 - d. Storage Right Granted: **1,205 Acre Feet** (equal share of 2,410 Acre Feet adjudicated)
 - e. Conditional Water Right: 817.5 Acre Feet (equal share of 1,635 Acre Feet of conditional water right)
 - f. Sources of water: Tributary inflows from Medano Creek, Sand Creek, Big Spring Creek, Little Spring Creek, and San Luis Creek and its tributaries, including Saguache Creek and La Garita Creek
2. This agreement is for forbearance on Water Rights on Medano Creek, Big Spring Creek and Little Spring Creek

B. The Subdistrict is responsible for implementing its respective Plans of Water Management ("Plan") through its Annual Replacement Plans ("ARP"), as approved by the State Engineer.

C. The quantity of water available to store in the Lake may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Lake at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Water Right Owner, acting through its members and/or governing body is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-

501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Ditch's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARPs for Plan Year 2023.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Water Right Owners agree as follows:

1. **Term of Agreement.** This Agreement will be in effect for:
Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

HP _____ Three Years (May 1, 2023 through April 30, 2026)

2. **Forbearance by the Water Right Owners.**

2.1. During the term of this Agreement, the Water Right Owners will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the Lake's water right by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Lake is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.

2.3. The number of acre-feet of injurious depletions to the Water Rights will be calculated each day the Water Rights are the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Water Rights would have been able to store, but for the depletions caused by wells operating under Subdistrict's ARPs. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2023 ARPs as approved by the State and Division Engineers. The actual amounts of injurious depletions to the Water Rights during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when any of the Water Rights, as decreed in Case No. 95CW40 is the last priority served and the injurious depletions are not remedied by actual water. On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Water Rights is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Water Rights to store the full amount of last priority served on that day.

3. Payment. The District, acting by and on behalf of the Subdistrict, will pay the Water Right Owner ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement.

4. No Subordination or Waiver of Right to Call. The forbearance by the Water Right Owner under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of their Water Rights. Under this Agreement the Water Right Owner will continue to call for all water legally and physically available for storage under its Water Rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Water Right Owner will not require the Subdistrict to make water available for storage into the Lake to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2023 Annual Replacement Plans.

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

To Water Right Owner:

Amber Pacheco
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

To the District or Subdistrict:

Taylor Chick
Subdistrict #1 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 Water Right Owner defaults in the performance of this Agreement, the District's and/or Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict' default hereunder, Water Right Owners' remedies will be to retain all payments made by the District on behalf of the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay the Water Right Owners for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

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

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

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

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Water Right Owner and the Subdistrict. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

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

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Water Right Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the District and the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Water Right Owner, which consent must not be unreasonably withheld.

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

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

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

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

[signatures follow on separate page]

Rio Grande Water Conservation District

By: Amber Pacheco
Amber Pacheco, Deputy General Manager

3/16/2023
Date

ACCEPTED:

**The Rio Grande Water Conservation District,
Water Activity Enterprise**

By: Amber Pacheco
Amber Pacheco, Deputy General Manager

3/16/2023
Date

APPROVED:

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

By: Taylor Chick
Taylor Chick, Program Manager

3-16-2023
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Rio Grande Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict") and Great Sand Dunes National Park ("GSDNP";), (sometimes collectively referred to as the "Parties").

RECITALS

- A. GSDNP owns and operates portions of the Hull Ditch, the Los Ojos Ditch, the South Ditch No. 1, and the South Ditch No. 2 and the water rights decreed thereto ("Ditches"). The Ditches divert water from the Big and Little Spring Creeks in Sections 8, 9, 16, and 20 of Township 40 North, Range 12 East, N.M.P.M. in Alamosa and Saguache Counties, Colorado, and has decreed priorities totaling **23.04 c.f.s.**
- a. Hull Ditch:
 - i. Initial Decreed rate: 16.66 c.f.s.
 - ii. Amount after Purchasing from The Nature Conservancy: **4.61 c.f.s.**
 - b. Los Ojos Ditch:
 - i. Initial Decreed rate: 33.30 c.f.s.
 - ii. Amount after Purchasing from The Nature Conservancy: **9.21 c.f.s**
 - c. South Ditch No. 1:
 - i. Initial Decreed Rate: 13.33 c.f.s.
 - ii. Amount after Purchasing from The Nature Conservancy: **3.69 c.f.s.**
 - d. South Ditch No. 2:
 - i. Initial Decreed Amount: 20.00 c.f.s.
 - ii. Amount after Purchasing from The Nature Conservancy: **5.53 c.f.s.**
- B. The Subdistrict is responsible for implementing its Plan of Water Management ("Plan") through its Annual Replacement Plan ("ARP"), as approved by the State Engineer.

- C. The quantity of water available for diversion from the Big and Little Spring Creeks by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditches at the top of the Stream Reach in order to remedy injurious stream depletions.
- D. GSDNP is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Ditches' water rights are remedied by means other than providing water to replace injurious stream depletions.
- E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARP for Plan Year 2023.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Subdistrict and GSDNP agree as follows:

- 1. Term of Agreement. This Agreement will be in effect from:

Please Initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

ac Three Years (May 1, 2023 through April 30, 2026)

- 2. Forbearance by GSDNP.

- 2.1. During the term of this Agreement, GSDNP will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of GSDNP diverted from the Big and Little Spring Creeks at the headgates of the Ditches under priority nos. 3, 4, 6, and 8 by supplying water to the top of the affected

Stream Reaches. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

- 2.2. This Agreement applies on each day during the term of the Agreement that at least one of the Ditches is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.

- 2.3. The number of acre-feet of injurious depletions to the water rights of the Ditches will be calculated each day that at least one of the Ditches is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditches would have been able to divert, but for the depletions caused by wells operating under Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2023 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

- 2.4. This Agreement will apply only on days when the following proprieties decreed to the Ditches are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
#3 Los Ojos Ditch	9.21
#4 Hull Ditch	4.61
#6 South Ditch #1	3.69
#8 South Ditch #2	5.53

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditches is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditches to divert the full amount of last priority served on that day.

3. **Payment.** The District, acting by and on behalf of the Subdistrict, will pay GSDNP ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement.
4. **No Subordination or Waiver of Right to Call.** The forbearance by GSDNP under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditches. Under this Agreement the Ditches will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement GSDNP will not require the Subdistrict to make water available for diversion at the headgates of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2023 Annual Replacement Plans.
5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice

delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Great Sand Dunes National Park:

Andrea Compton
Acting Superintendent
Great Sand Dunes National Park and Preserve
11150 State Highway 150
Mosca, CO 81146

To the District or Subdistrict:

Taylor Chick
Subdistrict #1 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 GSDNP's default in the performance of this Agreement, the District's and/or Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default hereunder, GSDNP's remedies will be to retain all payments made by the District on behalf of the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay GSDNP 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 GSDNP or the District or Subdistrict to one another with respect to this Agreement.
- 7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are deemed to be made again as of the date of any payment, and must then be true and correct in all material respects.
- 7.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. Any exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Colo.R.Civ.P. 6, then the relevant date will be extended automatically until the next business day.
- 7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of GSDNP and the Subdistrict. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

- 7.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. GSDNP may not assign its rights or delegate its duties hereunder without the prior written consent of the District and the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of GSDNP, which consent must not be unreasonably withheld.
- 7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 7.8. Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 7.9. Time. Time is of the essence in this Agreement.
- 7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

Great Sand Dunes National Park

By: Andrea Compton
Andrea Compton, GSDNP Acting Superintendent

03/27/2023
Date

ACCEPTED:

**The Rio Grande Water Conservation
District, Water Activity Enterprise**

By: Amber Pacheco
Amber Pacheco, Deputy General Manager

3/28/23
Date

APPROVED:

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

By: Taylor Chick
Taylor Chick, Program Manager

3-28-23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Rio Grande Water Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 ("Subdistrict") and the Colorado Parks and Wildlife ("Water Rights Owner"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Water Rights Owner holds storage water rights in San Luis Lake & Head Lake ("Lakes"). The Lakes, as stated in W3962 for San Luis Lake further described in 95CW40, and W3963 for Head Lake, are natural lakes located in portions of sections 25, 26, 35 and 36 (San Luis Lake) and sections 14, 15, and 23 (Head Lake) in Range 11E Township 40N NMPM. The following described court cases have an explanation of the Water Rights of the Water Rights Owner for a total **10,600 Acre Feet** of combined storage rights in the Lakes:

1. Case W3962-San Luis Lake
 - a. Appropriation Date: August 5, 1969
 - b. Adjudication Date: December 15, 1978
 - c. Storage Right: **8,645 Acre Feet** at 7,520.8 MSL (further defined in 95CW40)
 - d. Sources of water: San Luis Creek, Big Spring Creek, and ground water from the unconfined aquifer of the Closed Basin

2. Case W3963-Head Lake
 - a. Appropriation Date: August 5, 1969
 - b. Adjudication Date: December 15, 1978
 - c. Storage Right: **750 Acre Feet**
 - d. Sources: San Luis Creek, Big Spring Creek, and ground water from the unconfined aquifer of the Closed Basin

3. Case 95CW40- Equal Share with Rio Grande Water Conservation District
 - a. Storage Capacity Defined: 12,697 Acre Feet at 7,525 MSL
 - b. Total Appropriation: 4,045 Acre Feet
 - c. Adjudication Date: September 5th, 1996
 - d. Absolute Storage Right: **1,205 Acre Feet** (equal share of 2,410 Acre Feet adjudicated)
 - e. Conditional Water Right: 817.5 Acre Feet (equal share of 1,635 Acre Feet of conditional water right)
 - f. Sources of water: Tributary inflows from Medano Creek, Sand Creek, Big Spring Creek, Little Spring Creek, and San Luis Creek and its tributaries, including Saguache Creek and La Garita Creek
 - g. Water rights decreed in Case 95CW40 are not subject to forbearance under this agreement unless water rights pursuant to paragraph 2.4 below are fully served.

4. This agreement is for forbearance of replacements owed to the subject Water Rights on Big Spring Creek and Little Spring Creek, in relationship to Medano Creek.

B. The Subdistrict is responsible for implementing its respective Plans of Water Management (“Plan”) through its Annual Replacement Plans (“ARP”), as approved by the State Engineer.

C. The quantity of water available to the subject Water Rights may be reduced by the stream depletions caused by wells that are covered by the ARP, more specifically depletions from the Great Sand Dunes National Park “GSDNP” wells. Without this Agreement, the Subdistrict and/or GSDNP would make replacement water available for diversion to the subject Water Rights at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Water Rights Owner, acting through its members and/or governing body is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Water Rights Owner’s Water Rights are remedied by means other than providing water to replace injurious stream depletions.

E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARPs for Plan Years 2023, 2024 and 2025.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Water Rights Owner agree as follows:

1. Term of Agreement. This Agreement will be in effect from May 1, 2023 through April 30, 2026)

2. Forbearance by the Parties.

2.1. During the term of this Agreement, the Water Rights Owner will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the subject Water Rights to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the subject Water Rights are the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority

served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.

2.3. The number of acre-feet of injurious depletions to the subject Water Rights will be calculated each day the subject Water Rights are the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Water Rights would have been able to store, but for the depletions caused by wells operating under Subdistrict's ARPs. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2023 ARPs as approved by the State and Division Engineers. The actual amounts of injurious depletions to the Water Rights during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when any of the subject Water Rights, as decreed in Case No. W3962 and W3963, are the last priority served and the injurious depletions are not remedied by actual water. On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the subject Water Rights are the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Water Rights to store the full amount of last priority served on that day.

3. Payment. The District, acting by and on behalf of the Subdistrict, will pay the Water Rights Owner ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement. This Agreement is for the forbearance of replacement of up to 2 acre-feet of injurious stream depletions per year to the subject Water Rights caused by operation of the Subdistrict's 2023 through 2025 ARPs.

4. No Subordination or Waiver of Right to Call. The forbearance by the Water Rights Owner under this agreement is not a subordination of its Water Rights to any junior water rights, and is not an agreement to reduce the call of their Water Rights. Under this Agreement the Water Rights Owner will continue to call for all water legally and physically available for storage under its Water Rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Water Rights Owner will not require the Subdistrict to make water available for the subject Water Rights to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2023 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 Water Rights Owner:

Colorado Parks and Wildlife
Rick Basagoitia, Area Wildlife Manager
0722 South Road 1 East
Monte Vista, CO 81144

Ryan Unterreiner, Water Resources Specialist
415 Turner Drive
Durango, CO 81303

To the District or Subdistrict:

Taylor Chick
Subdistrict #1 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 Water Rights Owner defaults in the performance of this Agreement, the District's and/or Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict' default hereunder, Water Rights Owners remedies will be to retain all payments made by the District on behalf of the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay the Water Rights Owner for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

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

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

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

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

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Water Rights Owner and the Subdistrict. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

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

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. The Water Rights Owner may not assign its rights or delegate its duties hereunder without the prior written consent of the District and the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of the Water Rights Owner, which consent must not be unreasonably withheld.

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

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

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

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

[signatures follow on separate page]


Colorado Division of Parks and Wildlife

By: 
Title: Area wildlife manager

4/11/2023
Date

ACCEPTED:

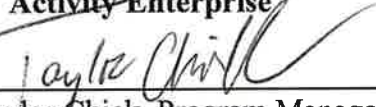
**The Rio Grande Water Conservation District,
Water Activity Enterprise**

By: 
Amber Pacheco, Deputy General Manager

4/11/2023
Date

APPROVED:

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

By: 
Taylor Chick, Program Manager

4-11-2023
Date

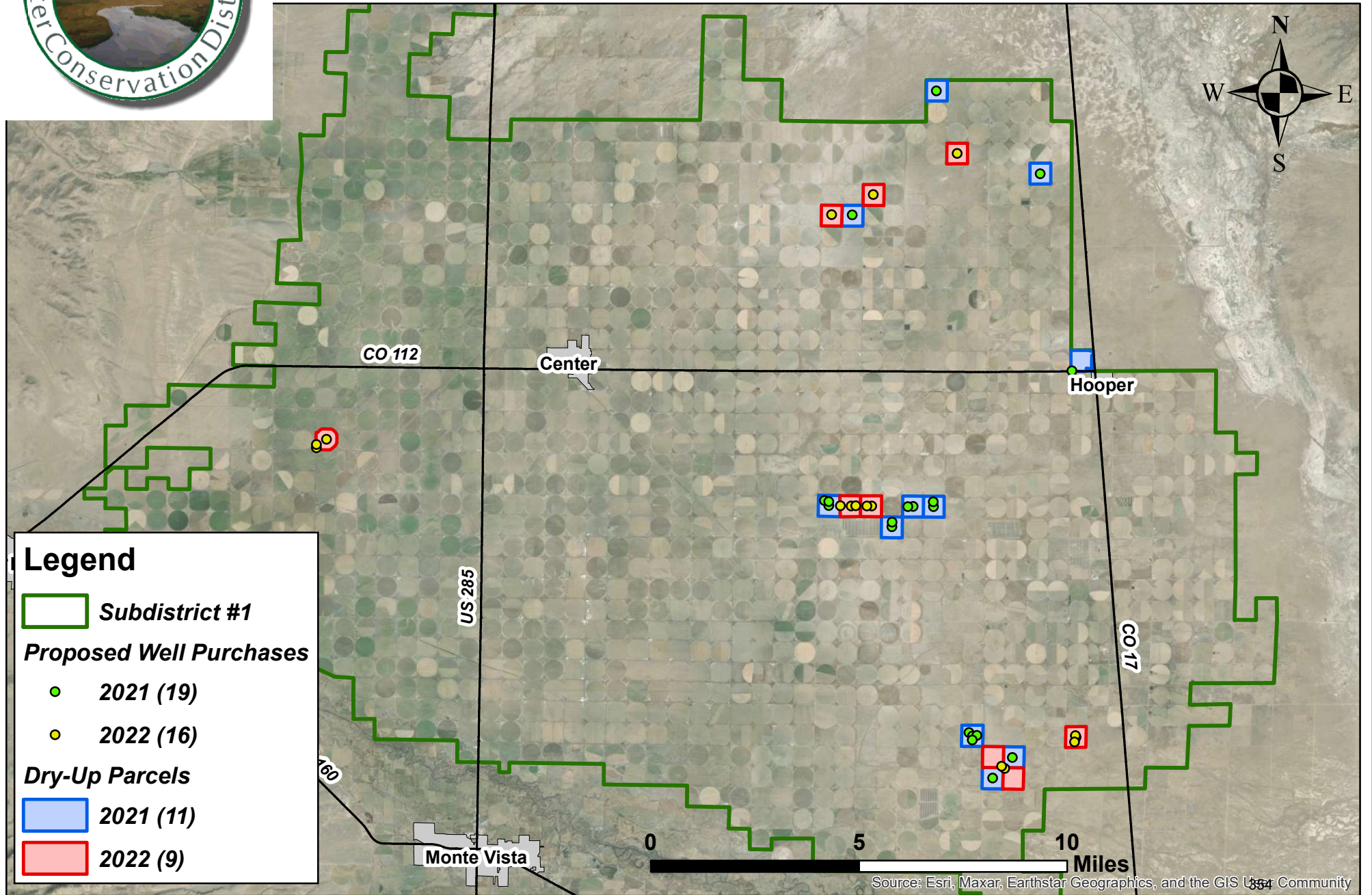
APPENDIX P
New Contract Wells & Replacements

CONTRACT WELLS 2022-2023	
WDID	USES SHOWN IN SUBDISTRICT CONTRACT
2014591	Commercial
2006614	Potato Humidification-commercial
2014598	Potato Humidification-commercial
2014576	Potato Humidification-commercial
2014634	Supplemental Well
2706343	Supplemental Well
2014564	Supplemental Well
2706351	Supplemental Well
2706348	Supplemental Well
2706347	Supplemental Well
2008892	Domestic-Other Wells
2706345	Supplemental Well
2014610	Commercial/domestic use
2014639	Supplemental Well
2014640	Supplemental Well
2014641	Supplemental Well
2706341	Supplemental Well
2706342	Supplemental Well
2005647	Supplemental Well
2011720	Domestic and Irrigation Use
2014574	Supplemental Well
2013941	Gravel Pit-Other Wells
2014543	Supplemental Well
2013761	Humidification-Other Wells
2012935	Commercial-Other Wells
2014575	Commercial -Other Wells
2014645	Supplemental Well
2013380	Small Capacity Irigation- Confined
2011570	Replacement for 2011339
2014567	Replacement for 2005470
2014627	Replacement for 2010016
2706350	Replacement for 2705007
2014538	Replacement for 2005520
2014630	Replacement for 2005475; Removed 2005475 from ARP List- Commercial Use



Appendix Q

Subdistrict #1 Well Permit Purchases Map



Appendix Q

Subdistrict #1 Well Permit Purchases Well List

Well Purchase Program Wells 2021-2022			
WDID (s)	Permit # (s)	10 YR Average Diversion (in AF)	Year Purchased
2005698, 2005699	10345-F; 25363-F	147.13	2021
2006297, 2006298, 2014188	17516-F; 10342-F; 57055-F	183.89	2021
2005132, 2005451	17439-F; 25476-F	113.61	2021
2705474	21260-F	236.97	2021
2005676, 2005677, 2013934, 2013935	5478-F-R; 25313-F; 19328-F; 48322-F	264.09	2021
2005134, 2005534	18416-F; 24730-F	101.43	2021
2009617	13096-R-R	113.64	2021
2008204	24784-F	120.99	2021
2008203	24782-F	83.81	2021
2705498	23357-F-R	214.59	2021
2705307	25112-F	186.34	2021
2005604	24783-F-R	71.16	2022
2005603	21299-F-R	60.78	2022
2011877, 2006565, 2006566	W2061 Well No. 1; 9504-F; 22235-F	286.19	2022
2006289, 2014265, 2006288	22429-F; 25102-F; 18136-F	123.41	2022
2705473	19785-F	104.9	2022
2705548	18139-F-R	102.19	2022
2006307, 2006306, 2006670	17515-F; 10341-F; 24417-F	66.35	2022
2006668, 2006669	17512-F; 24418-F	56.96	2022
2705476	19789-F/21259-F	137.54	2022