

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

ANNUAL REPLACEMENT PLAN
2026 PLAN YEAR

Prepared

April 15, 2026

By

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

In consultation with

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

Table of Contents

INTRODUCTION	1
11.1.1 DATABASE OF ALL WELLS TO BE COVERED BY THE ARP	2
1. STRUCTURE IDENTIFICATION NUMBER (WDID)	
2. OTHER WELL IDENTIFICATION INFORMATION	
3. GREAT SAND DUNES NATIONAL PARK SERVICE WELLS	
4. SUBDISTRICT WELLS WITH PLANS FOR AUGMENTATION	
5. TOTAL COMBINED PROJECTED ANNUAL DIVERSION FOR ALL SUBDISTRICT WELLS	
6. EXPECTED METHODS OF IRRIGATION, THE COMBINED PROJECTED NUMBER OF ACRES IRRIGATED AND THE TOTAL PROJECTED ACREAGE BY EACH IRRIGATION METHOD	
7. NON-IRRIGATION SUBDISTRICT WELLS – CALCULATION OF ALL PROJECTED WITHDRAWALS AND PROJECTED NET GROUNDWATER CONSUMPTIVE USE	
8. GREAT SAND DUNES NATIONAL PARK SERVICE WELL DEPLETIONS	
9. OTHER DATA NECESSARY TO SUPPORT THE PROJECTED STREAM DEPLETIONS	
10. OTHER INFORMATION REQUIRED BY THE STATE AND DIVISION ENGINEERS AND REASONABLY NECESSARY TO EVALUATE THE PROPOSED ARP	
a. FARM UNIT DATA	
b. TOTAL DIVERSIONS BY DITCH	
c. DITCHES AND PRO RATA SHARES	
d. SURFACE WATER CREDIT	
e. HYDRAULIC DIVIDE STUDY	
f. OTHER	
11.1.2 PROJECTED STREAM DEPLETIONS FROM THE WELLS COVERED BY THE ARP BASED ON THE APPLICABLE RESPONSE FUNCTION OR APPROVED ALTERNATIVE METHOD.....	7
1. 2026 STREAM FLOW FORECAST – RIO GRANDE	
2. 2026 STREAM FLOW FORECAST – CONEJOS RIVER	
3. PROJECTED ANNUAL RECHARGE CREDIT	
4. PROJECTED PLAN YEAR STREAM DEPLETIONS	
11.1.3 DESCRIPTION OF HOW INJURIOUS STREAM DEPLETIONS FROM GROUNDWATER WITHDRAWALS BY WELLS INCLUDED IN THE ARP WILL BE REMEDIED.....	14
1. AMOUNTS AND SOURCES OF REPLACEMENT WATER FOR PLAN YEAR	
2. OPERATION OF THE 2026 ANNUAL REPLACEMENT PLAN	
3. ANTICIPATED FUNDING FOR PLAN YEAR	
11.1.4 CONTRACTUAL ARRANGEMENTS AMONG WATER USERS, WATER USER ASSOCIATIONS, WATER CONSERVANCY DISTRICTS, SUBDISTRICTS, AND/OR THE RIO GRANDE WATER CONSERVATION DISTRICT.....	21
1. FORBEARANCE AGREEMENTS	

2.	CLOSED BASIN PROJECT PRODUCTION	
3.	MEMORANDUM OF UNDERSTANDING WITH SUBDISTRICT NO.'S 1 AND 5 FOR SAGUACHE CREEK REPLACEMENTS	
4.	RESOLUTION FOR THE DISTRICT TO ACT AS FINANCIAL GUARANTOR OF THE REPLACEMENT OBLIGATIONS OF SUBDISTRICT NO. 1	
11.1.5	DOCUMENTATION OF PROGRESS TOWARDS ACHIEVING AND MAINTAINING A SUSTAINABLE WATER SUPPLY.....	23
1.	WATER LEVELS, PRESSURE LEVELS, AND/OR GROUNDWATER WITHDRAWALS	
a.	UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES	
b.	PROJECTIONS OF UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES	
2.	LISTING OF IRRIGATED ACRES PROPOSED TO BE TEMPORARILY OR PERMANENTLY FALLOWED AND ASSOCIATED WATER RIGHTS	
a.	2026 CONTRACTED CONSERVATION RESERVE ENHANCEMENT PROGRAM LANDS	
b.	TEMPORARY LAND RETIREMENT-FALLOW	
c.	WELL PURCHASE PROGRAM	
d.	SENATE BILL 22-028 GROUNDWATER COMPACT COMPLIANCE AND SUSTAINABILITY FUND	
3.	LISTING OF WATER RIGHTS PROPOSED TO BE TEMPORARILY OR PERMANENTLY RETIRED AND HISTORICAL OPERATIONS OF EACH WATER RIGHT	
4.	OTHER PROPOSED ACTIONS TO BE TAKEN AS APPLICABLE	

Tables

1.0	2026 Update to Subdistrict No.1 Well list.....	2
2.0	Cropping Patterns within Subdistrict No. 1.....	4
2.1	Ditch Service Areas with Diversions in Subdistrict No. 1 Total Ditch Diversions 2026 Irrigation Year.....	6
3.0	Rio Grande River Basin and Saguache Creek Estimated Annual Flow.....	8
3.1	Conejos River Basin Estimated Annual Flow.....	9
3.2	Calculated Projected Recharge Decree Credits.....	9
3.3	Estimated Net Groundwater Consumptive Use.....	10
3.4	Estimated Historical and Projected Stream Depletions from Groundwater Pumping in Subdistrict No. 1.....	11
3.5	Subdistrict No. 1 Monthly Net Stream Depletions for Plan Year.....	13
3.6	Subdistrict No. 1 Post Plan Stream Depletions.....	21
4.0	Amounts and Sources of Replacement Water Acquired by Subdistrict No. 1	27
5.0	2025 Subdistrict No. 1 Fee Assessments	28

6.0 Rio Grande River CREP Enrollment 25
6.1 2026 Subdistrict No. 1 Fallow 26

Figures

6.1 Unconfined Aquifer Storage Study Area24
6.2 Chart Showing Change in Unconfined Aquifer Storage: 2002-202625
6.3 Chart Showing Change in Unconfined Aquifer Storage: 1976-202626

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

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

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

Appendices

- Appendix A** Tabulation of Subdistrict Wells
- Appendix B** List of Augmentation Wells, Links and Map
- Appendix C** NRCS Forecasts, 10 Day Forecast DWR, Compact
- Appendix D** Projected Recharge Credits
- Appendix E** Ditches and Pro Rata Shares
- Appendix F** History & Documentation of Purchase
- Appendix G** Santa Maria Leases
- Appendix H** Forbearance Agreements
- Appendix I** Closed Basin Project Letters
- Appendix J** Unconfined and Confined Groundwater Levels in Wells within Subdistrict No. 1, Well Location Map
- Appendix K** Hydraulic Divide Maps with Groundwater Contours, Flow Vectors
- Appendix L** List of Sustainability Programs 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** Memorandum of Understanding with Subdistrict No.5 for Saguache Creek Depletion Replacements
- Appendix R** Resolution of Financial Guarantor

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, 2026 through April 30, 2027
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

1.0 STRUCTURE IDENTIFICATION NUMBER (WDID)

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

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

Seven wells were contracted into Subdistrict No. 1 for the 2026 ARP, and all were added to the Subdistrict Well List by Participation Contract. WDID 2014688 replaced WDID 2005102 resulting in WDID 2005102 being removed from the list. WDID 2706366 was added to the list of 2025 ARP wells after the 2025 ARP was approved. The total number of wells on the 2026 ARP Well List is 3,624. For the list of new well inclusions, see **Appendix P**.

Table 1.0
Subdistrict No.1 Annual Well List Update

2025 Number of Wells	2026 Number of Wells	New 2026 Wells (WDID)	Removed 2025 Wells
3,617	3,624	2014684, 2706077, 2014694, 2014678, 2014688, 2008808, 2014696, 2014692	WDID (s): 2005102

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, commonly referred to as the Crites Augmentation Plan, will not be in operation for the 2026 ARP year. The well associated with this Plan of Augmentation, identified by WDID 2007036, will not be operated during 2026. Additionally, this well will not be used as a Subdistrict No. 1 well as part of the 2026 ARP. However, the surface water rights associated with Case No. 96CW38 will continue to be recharged. These surface water supplies will be recharged and applied to offset groundwater withdrawals within the farm unit to which the surface water shares are allocated.

The Plan of Augmentation decreed in Case No. 82CW0017, commonly referred to as the SRS Augmentation Plan, will not be in operation for the 2026 ARP year. The wells associated with this Plan of Augmentation, identified by WDIDs 2008188, 2008189, 2008190, 2008191, and 2008192, will be operated during 2026 under Subdistrict No.1 ARP. Additionally, these wells are to be used as Subdistrict No. 1 wells as part of the 2026 ARP. The surface water rights associated with Case No. 82CW0017 will continue to be recharged. These surface water supplies will be recharged and applied to offset groundwater withdrawals within the farm unit to which the surface water shares are allocated.

The Plan of Augmentation decreed in Case No. 99CW0025, commonly referred to as the Bradley Augmentation Plan, will not be in operation for the 2026 ARP year. The wells associated with this Plan of Augmentation, identified by WDIDs 2010235 and 2013884, will not be operated during 2026. These wells are included in Subdistrict No. 1 well list for the 2026 ARP. However, the surface water rights associated with Case No. 99CW0025 will continue to be recharged. These surface water supplies will be recharged and applied to offset groundwater withdrawals within the farm unit to which the surface water shares are allocated.

Appendix B contains the list of augmentation wells, their status of coverage and operation, 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, 2026, for the previous Irrigation Year as approximately 183,912-acre feet. Based on projected Subdistrict No. 1 operations, weather predictions and antecedent conditions, it is anticipated that 2026 ARP well groundwater withdrawals will be 220,000 - acre feet.

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

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

Each irrigation season, the RGWCD conducts a field survey of the irrigated acreage on the Valley floor within the RGWCD boundaries to record crop types grown by field. Table 2.0 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 2.0.

**Table 2.0
Cropping Patterns within Subdistrict No. 1 for Previous Irrigation Year**

Crop Type	Total Acres	Sprinkler	Flood
Potatoes	50,514	50,514	
Fallowed	31,441	31,441	
Barley	24,415	24,415	
Alfalfa	19,309	19,309	
Cover Crop	15,448	15,448	
CREP	10,978	10,978	
Sudan Grass Hay	3,753	3,753	
Grain	3,134	3,134	
Grass Hay/ Pasture	2,858	2,278	580
Canola	2,386	2,386	
Lettuce	1,900	1,900	
Oat Hay	675	675	
Vegetables	619	619	
Carrots	329	329	
Quinoa	186	186	
Corn	135	135	
Hemp	128	128	
Triticale Hay	45	45	
Total	168,253	167,673	580

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 168,253 acres during the previous Irrigation Year when crop types “Fallowed” and “CREP” are excluded from the total. See Table 6.1

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 2026 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 pumping projection for 2026 equals 8.65-acre feet. With the Consumptive Use percentage at 10% the estimated depletion to Medano Creek equals 0.87 AF. See **Appendix 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 2.1 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 2.1
Ditch Service Areas with Diversions in Subdistrict
No. 1 Total Ditch Diversions 2025 Irrigation Year

WDID	DITCH NAME	Diversions in ac.-ft	Subdistrict Year
2000546	BILLINGS D	4,161.80	2025
2000556	BUTLER IRR D	1,512.20	2025
2000627	EXCELSIOR D	21,432.60	2025
2000631	FARMERS UNION CNL	25,983.00	2025
2000699	KANE CALLAN D	2,639.40	2025
2000736	MCDONALD D	6,059.70	2025
2000798	PRAIRIE D	12,232.20	2025
2000812	RIO GRANDE CNL	114,227.40	2025
2000814	RIO GRANDE D 2	1,216.10	2025
2000829	SAN LUIS VALLEY CNL	13,340.00	2025
2000833	SCHUCH SCHMIDT D	939.4	2025
2700502	BIEDELL D NO 10	2,385.63	2025
2700503	BIEDELL D NO 2	11.82	2025
2700518	GREEN D NO 1	32.11	2025
2700522	HOME D NO 1	3,425.85	2025
2700523	JOHNNIE SMITH D NO 1	0.00	2025
2700533	MCLEOD D NO 3	1.21	2025
2700537	MOODY AND HEAD D	0.00	2025
2700538	OMNIBUS D	2,640.46	2025
2700543	ROCKY HILL SEPG OVFL D	0.00	2025
2700545	SHOWN D	443.03	2025
2700551	WHITE D	0.00	2025
2700553	WILSON D NO 4	0.00	2025
2700684	LA MAGOTE D NO 2	0.00	2025
2700714	MCLEOD D NO 4 & 5	285.23	2025

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 2025 fees was 25,813.43 acre-feet. This number may change during the 2025 fee appeal process.

The surface water exchanged for 2026 is not available until June and is not included in this

report.

c. 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 2025 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**.

d. OTHER

The following information needed to evaluate the 2026 ARP was provided as a supplement to the ARP:

1. Resolution from RGWCD approving the Subdistrict 2026 ARP.
2. Response Function spreadsheet supporting the calculations submitted in the ARP.
3. The list of Subdistrict Wells included in the 2026 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 2026 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 2026 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 7P101 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.

c. 2026 STREAM FLOW FORECAST – RIO GRANDE

As required in the PWM, **Appendix C**, a copy of the April 2, 2026 NRCS forecast for stream flows of the Rio Grande Basin in Colorado is required for the estimate of recharge in Subdistrict No. 1 that offsets groundwater consumption based upon hydrologic conditions for the current Plan Year. In addition to the NRCS forecast, the Division No. 3 Division Engineer’s estimate of the annual flow of the Rio Grande Index Gage identified in the April 6, 2026 Rio Grande Compact Ten-Day Report is required to assist in projecting hydrologic conditions of the Rio Grande for the current Plan Year.

The April-September flows of Saguache Creek are also used to determine stream depletions to San Luis Creek. This information was utilized in the Response Functions to project stream depletions caused by groundwater withdrawals from Subdistrict ARP Wells for the Plan Year.

Table 3.0
2026 Rio Grande River Estimated Annual Flow

Stream	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)	
Rio Grande	NRCS/DWR	April 1st, 2026	172,000	26.0	98,000	270,000
Saguache Creek	NRCS	April 1st, 2026	20,000	71.0		

- (1) projected 50% exceedance streamflow at the Rio Grande near Del Norte gaging station
- (2) NRCS 30-year median of 480,000 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 April 6th, 2026 projected annual flow will be the basis for estimating recharge in Subdistrict No. 1 that offsets groundwater consumption in the 2026 ARP.

Data contained in the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report indicates that 98,000 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Rio Grande River basin projected annual flow. Table 3.0 includes the forecasted flows for the referenced river and the forecast for total projected annual flow during the 2026 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**.

d. 2026 STREAM FLOW FORECAST – CONEJOS RIVER

Based on the same forecast documents referenced above, the Division No. 3 Division Engineer’s April 6th, 2026 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 34,500 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Conejos River basin projected annual flow. Table 3.1 includes the forecasted flows for the referenced rivers and the forecast for total projected annual flow during the 2026 calendar year.

Table 3.1
2026 Conejos River 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 4-1-2026		(1)	(2)	(3)	
Conejos R. near Mogote	Apr-Sep	44,000	26%	-	-
San Antonio R. at Ortiz	Apr-Sep	1,600	18%	-	-
Los Pinos R. near Ortiz	Apr-Sep	11,000	17%	-	-
DWR 3-31-2026					
Conejos R. near Mogote	Apr-Sep	59,000	35%	34,500	
San Antonio R. at Ortiz	Apr-Sep	2,500	22%		
Los Pinos R. near Ortiz	Apr-Sep	14,000	26%		
Total		75,500		34,500	110,000

- (1) projected 50% exceedance streamflow at the gaging station
- (2) NRCS 30-year medians of 168,000 acre-feet for Conejos, 9,600 acre-feet for San Antonio & 61,000 acre-feet for Los Pinos are used for this calculation
- (3) January through March and October through December

e. 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 in Table 3.2 was obtained from irrigators during the previous year was used as estimates of surface water use:

Table 3.2
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	45,260.65	3,285.67	2,900.11	2,035.00	53,481.42
% Within Subdistrict No. 1	93.98%	100%	99.20%	80.87%	
Total Consumable Within Subdistrict No. 1	42,535.95	3,285.67	2,876.91	1,645.70	50,344.24
Surface Water Through Sprinklers @83%	-1,967.12	0.00	-160.36	-97.98	-2,225.46

Surface Water Used for Flood @60%	-250.34	0	0	0	-250.34
Totals	40,318.49	3,285.67	2,716.55	1,547.72	47,868.44

To provide a reasonable method for predicting probable recharge credit quantities for 2026, 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 47,868.44 ac-ft.

4. PROJECTED PLAN YEAR STREAM DEPLETIONS

Response Function No.1 7P101 was used for calculation for projection calculations. Projections of groundwater pumping of **220,000** ac-ft and recharge that offsets groundwater pumping of **47,868.44** ac-ft was entered into the Estimated Net Groundwater Consumptive Use table of the Response Function.

Table 3.3
Estimated Net Groundwater Consumptive Use
(Units in acre-feet)

Year	Recharge that Offsets Groundwater								Total	Net Groundwater Consumptive Use
	Irrigation Pumping to Center Pivots	Irrigation Pumping to Flood Irrigation	Other Pumping	Groundwater Consumption	Recharge Source 1	Recharge Source 2	Recharge Source 3	Recharge Source 4		
(1)	(2)	(3)	(4)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
2012	261,494	71	3,347	219,235	54,870	6,748	4,795	3,620	70,034	149,201
2013	231,238	1,136	3,703	194,867	84,919	5,477	4,227	4,782	99,404	95,463
2014	238,674	1,400	2,573	200,275	110,566	28,596	14,133	12,777	166,072	34,203
2015	206,953	1,536	3,209	174,254	122,980	34,685	15,139	15,608	188,412	-14,158
2016	237,891	1,635	3,174	200,072	125,562	32,064	12,873	14,396	184,894	15,179
2017	237,594	1,786	3,016	199,625	138,112	31,813	15,292	16,043	201,260	-1,636
2018	264,820	2,167	2,883	222,490	42,895	2,136	1,924	2,140	49,096	173,394
2019	213,494	1,937	2,962	179,907	132,121	45,852	22,196	22,619	222,788	-42,881
2020	245,348	796	2,837	205,381	58,838	10,230	5,879	5,467	80,413	124,968
2021	209,637	139	2,755	194,364	79,486	11,330	6,748	7,906	105,470	88,895
2022	206,811	28	2,639	191,461	89,232	7,501	1,813	4,841	103,387	88,074
2023	220,553	18	2,757	204,108	116,902	42,670	19,789	20,760	200,122	3,986
2024	171,982	510	2,998	159,926	100,135	10,717	8,858	8,617	128,328	31,598
2025	180,481	580	2,851	167,592	85,271	12,965	8,955	8,479	115,670	51,923
2026	220,000	600	3,000	204,125	40,318	3,286	2,717	1,548	47,868	156,257
Avg.	223,131	956	2,980	194,512	92,147	19,071	9,689	9,974	130,881	63,631

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 $(0.83 \times \text{Col 2}) + (0.60 \times \text{Col 3}) + (\text{Col 4} \times \text{Col 5})$
 (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 **156,257** acre-feet as shown in Table 3.3.

As noted in Table 3.4, the Net Groundwater Consumptive Use, derived in Table 3.3, 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 3.4
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)}				Total
			Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Saguache Creek	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1970	561,150	163,795	1,050	71	-86	460	1,496
1971	389,397	157,661	2,494	389	-188	32	2,727
1972	373,031	189,215	3,620	750	-262	30	4,138
1973	755,509	93,254	3,482	663	-149	426	4,423
1974	270,942	217,488	4,758	931	-293	66	5,463
1975	730,848	73,194	4,224	847	-151	187	5,107
1976	512,997	76,622	3,702	731	-141	145	4,437
1977	163,635	240,458	4,985	1,094	-307	29	5,801
1978	340,660	163,397	5,582	1,430	-331	27	6,707
1979	886,617	-13,855	3,913	1,178	-92	411	5,410
1980	672,668	27,987	2,670	968	-62	126	3,702
1981	310,945	144,396	3,350	1,209	-194	46	4,412
1982	572,474	-1,035	2,052	1,156	-73	104	3,239
1983	578,510	-13,394	679	967	-12	254	1,888
1984	652,637	-44,975	-775	822	50	182	279
1985	864,564	-59,732	-1,883	536	189	154	-1,004
1986	865,371	-53,097	-2,392	262	269	38	-1,822

1987	907,650	97,564	-1,540	80	231	70	-1,160
1988	346,087	163,243	628	468	-1	7	1,102
1989	407,389	157,942	1,820	903	-98	20	2,646
1990	424,033	75,757	2,072	1,118	-102	56	3,144
1991	529,567	32,779	953	970	-5	48	1,965
1992	415,482	56,082	1,184	1,027	-71	52	2,191
1993	577,831	-34,387	-203	916	42	42	797
1994	444,629	78,165	319	1,045	-62	9	1,311
1995	734,492	-86,833	-1,182	822	166	140	-55
1996	313,441	183,651	472	994	-50	27	1,443
1997	781,596	-18,168	-216	783	131	75	773
1998	466,821	99,720	803	915	-21	53	1,750
1999	799,489	-68,882	-647	739	186	91	369
2000	312,094	209,827	1,211	978	-58	20	2,151
2001	655,233	47,816	804	961	8	51	1,824
2002	96,717	304,217	3,228	1,288	-238	17	4,295
2003	261,300	220,004	4,817	1,645	-308	44	6,198
2004	431,675	118,358	5,126	1,811	-291	135	6,780
2005	682,540	59,510	3,823	1,635	-162	118	5,414
2006	411,656	104,112	4,061	1,710	-227	48	5,593
2007	593,239	7,786	2,630	1,553	-97	139	4,224
2008	623,333	36,189	1,681	1,282	-65	136	3,033
2009	513,058	12,155	943	1,081	-31	139	2,132
2010	453,063	94,522	1,596	1,263	-144	105	2,821
2011	415,182	188,161	2,949	1,615	-239	20	4,345
2012	328,382	172,949	3,912	1,809	-274	18	5,465
2013	344,435	116,461	4,394	1,876	-270	37	6,037
2014	518,600	55,427	3,452	1,651	-168	87	5,022
2015	555,691	4,407	2,423	1,395	-103	222	3,937
2016	565,825	36,537	1,669	1,194	-79	222	3,007
2017	573,884	19,801	1,087	1,057	-46	78	2,176
2018	212,171	197,537	2,539	1,286	-207	17	3,635
2019	855,539	-23,914	1,814	1,101	-5	243	3,154
2020	307,730	146,625	2,614	1,182	-140	36	3,692
2021	381,177	88,895	2,987	1,359	-160	83	4,269
2022	359,222	88,074	3,072	1,417	-174	28	4,343
2023	639,603	3,986	1,891	1,229	-66	78	3,132
2024	404,543	31,598	1,700	1,188	-100	62	2,850
2025	314,601	51,923	1,900	1,264	-115	14	3,062
2026	172,000	156,257	2,762	1,411	-194	33	4,011
2027			2,523	1,239	-103	87	3,746
2028			2,184	997	-72	70	3,179
2029			1,969	833	-57	67	2,812
2030			1,681	685	-46	51	2,370
2031			1,429	559	-40	39	1,987
2032			1,288	459	-35	31	1,742
2033			1,122	387	-31	30	1,507
2034			1,034	344	-26	25	1,376
2035			944	310	-23	14	1,245
2036			793	279	-20	0	1,052

2037			696	240	-15	0	920
2038			548	199	-11	0	735
2039			499	178	-8	0	669
2040			401	134	-9	0	526
2041			386	99	-7	0	478
2042			252	77	-4	0	325
2043			243	68	0	0	311
2044			173	46	0	0	219
2045			74	20	0	0	94
2046			0	0	0	0	0
Avg 2011-2026	434,287	83,420	2,573	1,377	-146	80	3,884
Avg 2011-2020	467,744	91,399	2,685	1,417	-153	98	4,047
Post Plan Depletion			18,239	7,150	-509	414	25,294

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 RGDS Groundwater Model output. NetGWCU values for 2011 through 2024 were calculated using well meter data, diversion data, and irrigated acreage information. NetGWCU data for 2025 was estimated from 2024 well meter data and projected diversions based on the projected Rio Grande streamflow from the April 5, 2025 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
- (8) Data for years 2041-2045 were taken from Table 4 in the 7P101 Response Function Spreadsheet

Table 3.5 below is an output from the Table 2.6 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 3.5
Subdistrict No. 1 Monthly Net Stream Depletions for the Plan Year
 (Units in acre-feet)

Stream Reach	Response Area No.1 Response Area Total												Total
	2026						2027						
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Rio Grande Del Norte-Excelsior	165.0	189.1	226.8	249.8	243.4	246.1	239.8	247.9	246.1	226.0	246.1	235.7	2,762
Rio Grande Excelsior-Chicago	108.6	102.8	105.4	89.9	91.9	92.3	110.6	137.2	146.1	144.7	157.0	124.3	1,411
Rio Grande Chicago-State Line	-2.8	-9.5	-35.2	-54.3	-24.7	-22.0	-9.4	0.0	-4.7	-5.2	-3.4	-22.7	-194
Saguache Creek	2.3	1.0	0.3	0.2	0.4	0.6	0.2	0.3	6.7	6.3	11.0	3.5	33

Total	273	283	297	286	311	317	341	385	394	372	411	341	4,011
--------------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	--------------

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 3.5, 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 Table 2.6 of the 7P101 Response Function is **4,011.00** acre-feet. The locations of the net depletions and monthly quantities are tabulated in Table 3.5.

According to the RGDSS Groundwater Model, if Subdistrict wells ceased all groundwater withdrawals today, there would be a continuing depletion to the river for approximately 19 years. Based on calculations from the RGDSS Model 7P98 Response Functions, Table 3.6 illustrates that total post-plan net stream depletion are anticipated to be **25,294** acre-feet.

Table 3.6
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	Saguache Creek	Total
2027-2045	18,239	7,150	-509	414	25,294

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

Table 4.0
Amounts and Sources of Replacement Water Acquired by Subdistrict No. 1

Sec	In Storage -- Water Right(s) Name	Beginning Balance as of 5/1/2024 (AF)	Anticipated Balance as of 5/1/2025 (AF)	Water Previously Controlled by:	Decree/SWSP	Current Location
4.1	Williams Creek Squaw Pass TM	134.8	134.8	Navajo Development	CA73, CA308, W1869-78 & SWSP 5346	Rio Grande Reservoir
4.2	Williams Creek Squaw Pass TM-SLVID	56.5	56.5	SLV Irrigation District	CA73, CA308, W1869-78 SWSPs 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	W-3549 5346, 5506	Rio Grande Reservoir
4.5	Pine River Weminuche Pass TM	1,000.0	1,000.0	SLV Water Conservancy District	CA 1248-B, 84CW62, 94CW6 SWSPs 5346 & 5506	Rio Grande Reservoir
4.6	Treasure Pass Trans-Basin Diversion	730.76	730.76	Evelyn Underwood & Patti Cook	CA 0308 5346,5506	Rio Grande Reservoir
4.6	Treasure Pass Trans-Basin Diversion	50.7	50.7	Sid Klecker	CA 0308 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	793.61	Santa Maria Reservoir Co	2013CW3002 SWSP 5491	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	2013CW3002 SWSP 5491	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	2013CW3002 SWSP 5491	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2015 Leases of 3095.8 shares in RG Canal @ 1.86 af/share	3,568.2	3,568.2	Santa Maria Reservoir Co	2013CW3002 SWSP 5491	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2016 Leases of 1645 shares in RG Canal @ 0.968 af/share	533.59	533.59	Santa Maria Reservoir Co	2013CW3002 SWSP 5491	Rio Grande, Santa Maria & Continental Reservoirs
4.8	2022-SWSP Water Exchange (SMRC for TM)	49.3	49.3	Mammoth Land Holdings, LLC	SWSP 6164	Continental Reservoir
	In Storage – Total Replacement Water (acre-feet)	14,069.56	13,917.39			
4.9	On Call – Irrigation Season Forbearance Agreements	Contract	Expected Yield	Source of Diversion	SWSP	Special Contract Conditions
	Rio Grande Canal	900		Rio Grande		
	Commonwealth Irrigation Company	500		Rio Grande		
		No ac-ft limit		Rio Grande		Replace up to 10

	Centennial Ditch Company					Calendar days of combined, injurious stream depletions
	Excelsior Ditch Company	1,000		Rio Grande		
	Monte Vista Canal	300		Rio Grande		
	Prairie Ditch Company	100		Rio Grande		
	San Luis Valley Irrigation District	1,000		Rio Grande		
	Rio Grande Lariat Ditch Company	500		Rio Grande		
	Chicago Ditch	No Limit		Rio Grande		Ditch owner can request wet water instead of forbearance with a 24-hr. notice
	New Ditch	No Limit		Rio Grande		Ditch owner can request wet water instead of forbearance with a 24-hr. notice
	On Call -- Irrigation Season -- Total Water Available (acre-feet)	~4,700	800-1,400			
4.10	On Call – Non-Irrigation Season	Total RG Allocation (all Subdistricts) (AF)	Projected Yield Subdistrict # 1 (AF)	Source of Diversion	SWSP	Current Location
	Closed Basin Project Allocation	3,900	1,903	RGWCD		Closed Basin Project
	On Call -- Non-Irrigation Season -- Total Water Available (acre-feet)		1,903			
4.11	Great Sand Dunes National Park Service Forbearance Agreements	Source of Diversion	Contract Years	Water Rights	Case #	Total Amount to Divert/Store
	Great Sand Dunes National Park	Little Spring Creek & Big Spring Creek	2023-2025	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	2025	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	2023-2025	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	2023-2025	San Luis Lakes	95CW40	Absolute: 1,205 AF Conditional: 817.5 AF
--	---	--	-----------	----------------	--------	---

4.12	Saguache Creek Replacement Sources				
On Call-Irrigation Season					
	Water Right	Expected Yield	Source of Diversion	SWSP	Contract Limitations
	Malone Sullivan No. 1	152	Saguache Creek	9367	Subject to Approval of a SWSP
	Heimberger Ditch No. 1	34.7	Saguache Creek	9367	Subject to Approval of a SWSP
	Malone Ditch	82.1	Saguache Creek	9367	Subject to Approval of a SWSP
	North Star Water Rights – WDID 2605057, 2605685, 2605690, 2605689, 2605049, 2605041	+/- 763.2	RGDSS Model Layer 2	8308	Subject to Approval of a SWSP
	North Star Water Rights – WDID 2605057, 2605685, 2605690, 2605689, 2605049, 2605041	+/- 288.7	RGDSS Model Layer 1	8308	Subject to Approval of a SWSP
	On Call Water-Irrigation Season	+/- 1,320.7			

2. OPERATION OF THE 2026 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 7P101 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.

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.

It may also be necessary for the Subdistrict to make a request to replace wintertime depletions (November-March) with reservoir releases and will be released from storage per the recommendation of the Division No. 3 Engineer.

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 800-1,400 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 800-1,400 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 7P101 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, nine (10) 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. See **Appendix H**. 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 may 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.

Subdistrict No. 1 has entered into an agreement with Subdistricts No. 4 and No. 5 to utilize Subdistrict No. 5's sources of replacement for injurious depletions accruing to Saguache Creek. Under this agreement, Subdistrict No. 5 has acquired 1.2 c.f.s. of Priority No. 1 in the Malone Sullivan Ditch No. 1, 1.0 c.f.s. of Priority No. 2 in the Heimberger Ditch No. 1, and 1.075 c.f.s. of Priority No. 4 in the Malone Ditch. These acquisitions allow Subdistrict No. 1, along with Subdistricts No. 4 and No. 5, to utilize the historic consumptive use associated with these water rights, contingent upon water being available at the respective headgates. The maximum historic consumptive use of these water rights is approximately 269 acre-feet. Upon approval of the Substitute Water Supply Plan (SWSP) by the Division Engineer, the historic consumptive use made available under this agreement will be used to

replace injurious stream depletions through storage, recharge, or direct use, including by exchange.

In 2024, Subdistrict No. 5 purchased three irrigation wells from North Star Farm, which had previously been leased by Subdistrict No. 5. In 2026, the historically irrigated acres associated with these wells will be fallowed. Additionally, in 2024, Subdistrict No. 1 purchased three irrigation wells from North Star Farm, and the historically irrigated acres associated with those wells will also be fallowed in 2026. The groundwater rights associated with these wells will be changed to an alternate point of diversion through an existing well, WDID 2606025, in compliance with the Confined Aquifer New Use Rules (District Court, Water Division No. 3, Case No. 2004CW24).

Following consultation with and approval from the Division Engineer and Water Commissioner, the historical consumptive use from these fallowed acres may be delivered to Saguache Creek through one or more of the following methods:

- A pipeline or pipelines will deliver water directly to Saguache Creek at a location approved by the Division Engineer.
- Upon notice to and approval by the Division Engineer, a pipeline will deliver water to the Warner Arroyo, where it will be exchanged upstream to a point west of Highway 285. From that location, a second pump and pipeline will convey the water from the Warner Arroyo to Saguache Creek at a location approved by the Division Engineer.
- The groundwater rights may be changed to an alternate point of diversion through a new well, in compliance with the Confined Aquifer New Use Rules (District Court, Water Division No. 3, Case No. 2004CW24). Subdistrict No. 5 currently has SD 5 Augmentation Well #2 (WDID 2606028, Permit No. 88968-F) and SD 5 Augmentation Well #3 (WDID 2606030, Permit No. 89769-F) under construction. Use of these wells will be subject to approval by the Division Engineer.
- Pipeline infrastructure may also be used to deliver water directly to an injured ditch, subject to agreement with the ditch owner(s) and approval by the Division Engineer.

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 2025 irrigation season, the Administrative Fee was set at \$3.50 per irrigated acre, the CREP Fee was set at \$10.50 per irrigated acre and the Water Value was set at \$150 per acre-foot of groundwater withdrawn, as offset by SWC, if any.

Table 5.0
2025 Subdistrict No.1 Assessments

Fee Type	Amount of 2025 Assessments
Administrative Fees	\$577,500.00
Conservation Reserve Enhancement Program Fees	\$1,732,500.00
Variable Fees	\$5,700,000.00

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 2026 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 April 6th, 2026, the projected production of the project delivered to the Rio Grande is 6,500 acre-feet during the calendar year 2026. The division of the Closed Basin Project production in accordance with agreements with Conejos River and Rio Grande water users’ organizations and special districts is 60% to the Rio Grande and 40% to the Conejos River over the long term, with provisions for adjustments in the division during individual years. Pursuant to the Resolution Regarding Allocation of the Yield of the Closed Basin Project, the management and allocation of the Rio Grande’s share of the Project’s usable yield is made by the 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 19th, 2026, the Board of Directors passed a motion to specifically allocate up to 3,900 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under 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 7th, 2026. 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. It may also be necessary for the Subdistrict to make a request to replace wintertime depletions (November-March) with reservoir releases and will be released per recommendation of the Division No. 3 Engineer.

3. MEMORANDUM OF UNDERSTANDING WITH SUBDISTRICT NO.'S 1 AND 5 FOR SAGUACHE CREEK REPLACEMENTS

Subdistrict No. 5 has signed a Memorandum of Understanding, whereby they have agreed to utilize Subdistrict No. 5's sources of replacement for injurious stream depletions to Saguache Creek for Subdistrict No. 1's and Subdistrict No. 4's depletions to Saguache Creek. Subdistrict No.'s 1 and 4 will be responsible for determining their monthly depletions to Saguache Creek. On days when the calling water right does not have a Well Injury Payment with the Subdistricts, the Subdistricts will be responsible for providing replacement water in an amount equal to the sum of depletions from Subdistrict No. 1, Subdistrict No. 4 and Subdistrict No. 5. See **Appendix Q** for documentation.

4. RESOLUTION FOR THE DISTRICT TO ACT AS FINANCIAL GUARANTOR OF THE REPLACEMENT OBLIGATIONS OF SUBDISTRICT NO. 1

This resolution affirms the Rio Grande Water Conservation District's commitment to ensuring that Subdistrict No. 1 continues to meet its obligations under the approved Plan of Water Management, specifically the replacement of injurious stream depletions caused by groundwater withdrawals.

Subdistrict No. 1 was established to both remedy impacts to senior surface water rights and to promote the long-term sustainability of the aquifer. While the Subdistrict continues to pursue permanent and renewable water supplies to address these obligations, it is currently not feasible to secure sufficient long-term supplies to fully cover all post-plan depletions.

To address this gap, the District formally commits to acting as a financial guarantor. In the event Subdistrict No. 1 is unable to meet its replacement obligations, the District will utilize its financial resources to acquire replacement water or compensate affected parties, ensuring that senior water rights remain protected. This provision serves as a temporary but critical safeguard, maintaining compliance and operational continuity while long-term solutions are developed.

The resolution also clarifies that, should Subdistrict No. 1 cease to function, individual well owners

would be responsible for securing their own augmentation plans or otherwise complying with groundwater regulations. In the interim, however, the District will continue to protect senior surface water rights through the mechanisms outlined in this resolution.

Overall, **Appendix R** establishes a financial backstop that reinforces regulatory compliance, protects senior water users, and provides stability as Subdistrict No. 1 advances toward sustainable, long-term water supply solutions.

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

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 31, 2026 was -1,250,027 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, 2025 was -1,264,010 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, 2025 five year running average storage value is 864,011 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 -1,264,010 ac.-ft. Assuming recovery must be met by the year 2031, the recovery amount needed to reach the lower target level of - 400,000 ac.-ft. each year would be +258,236 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 March 2026, the required projected recovery to meet the lower target.

Figure 6.1
2026 Projections of Unconfined Aquifer Storage

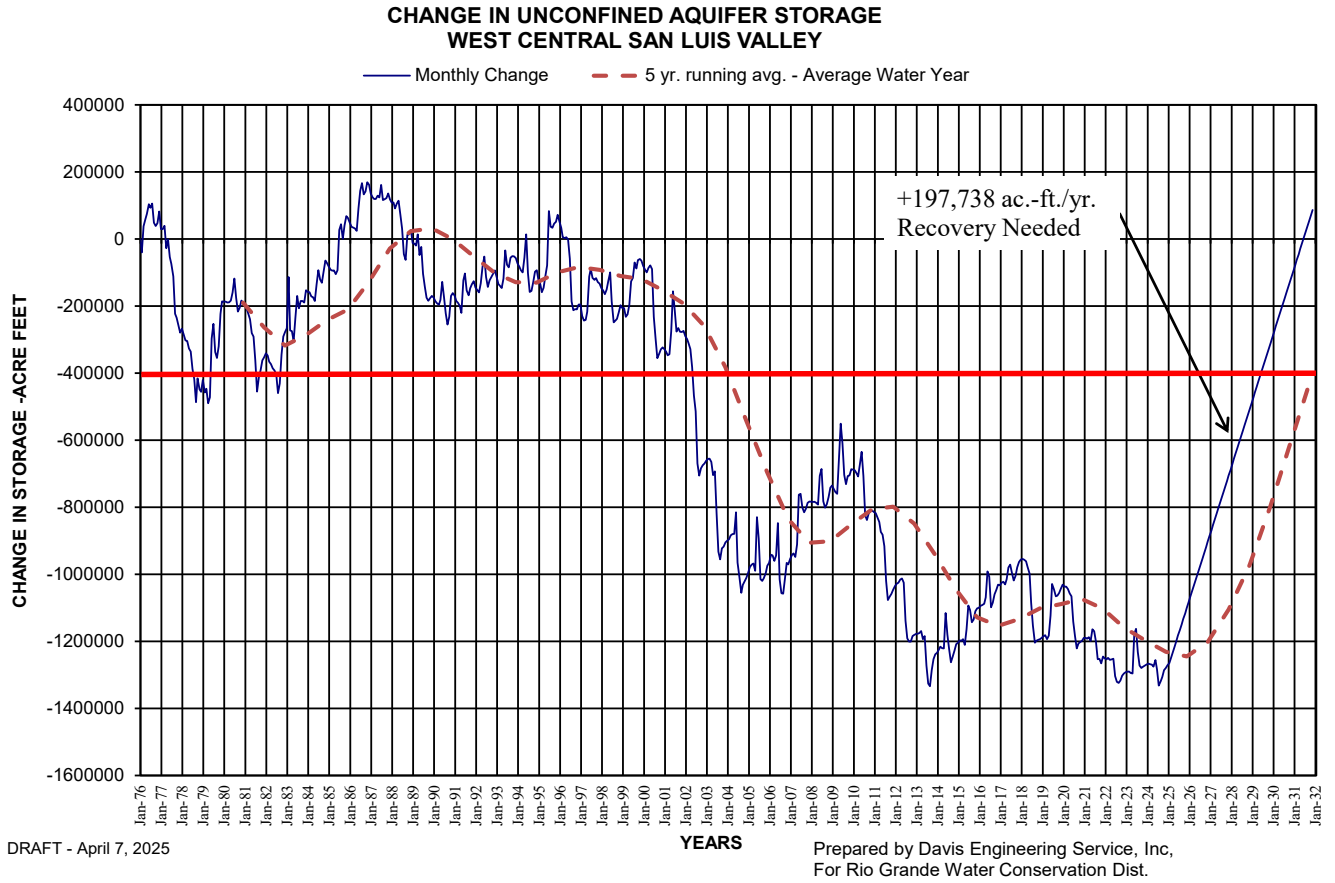


Figure 6.2
Charts Showing Change in Unconfined Aquifer Storage

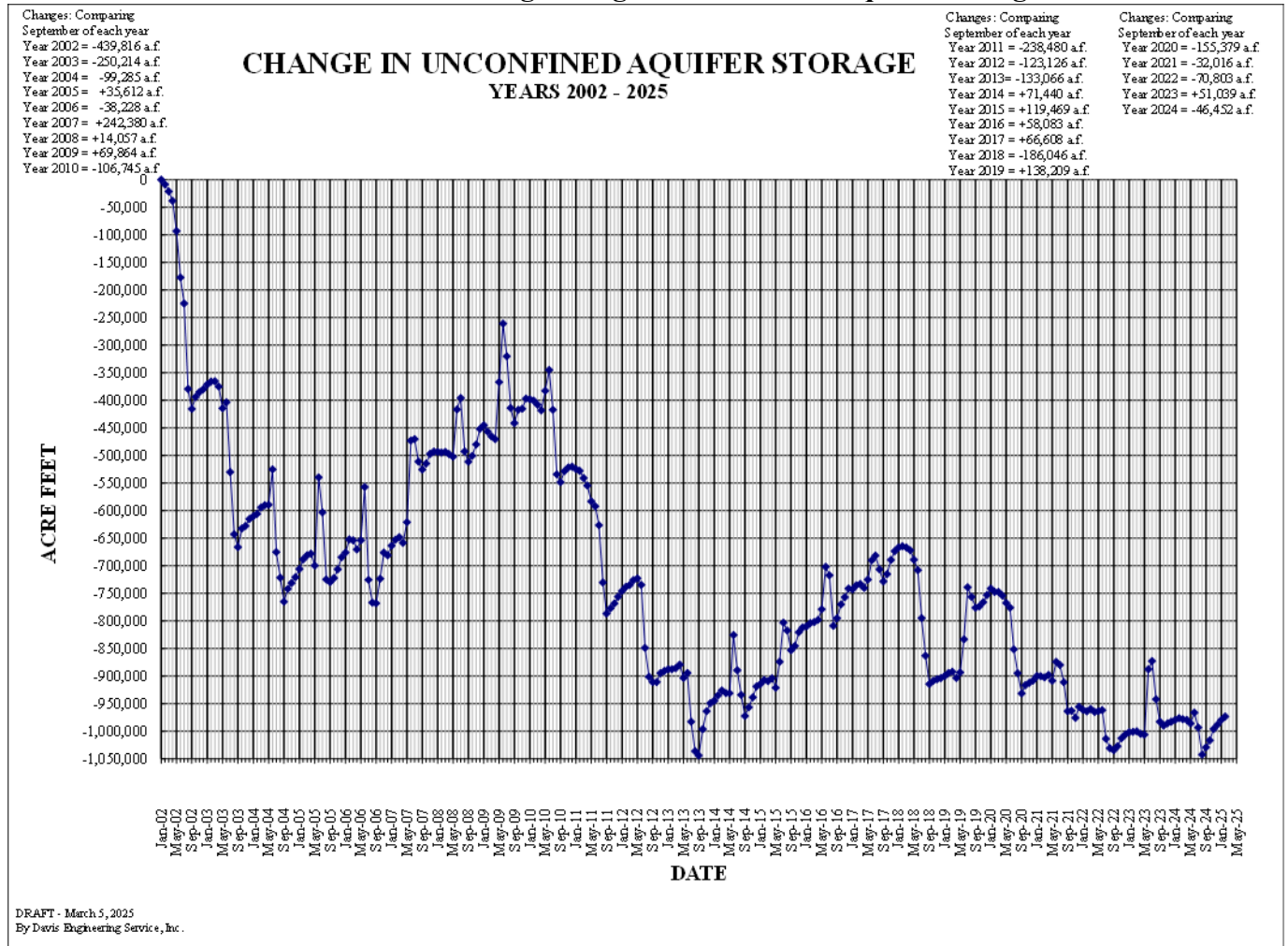
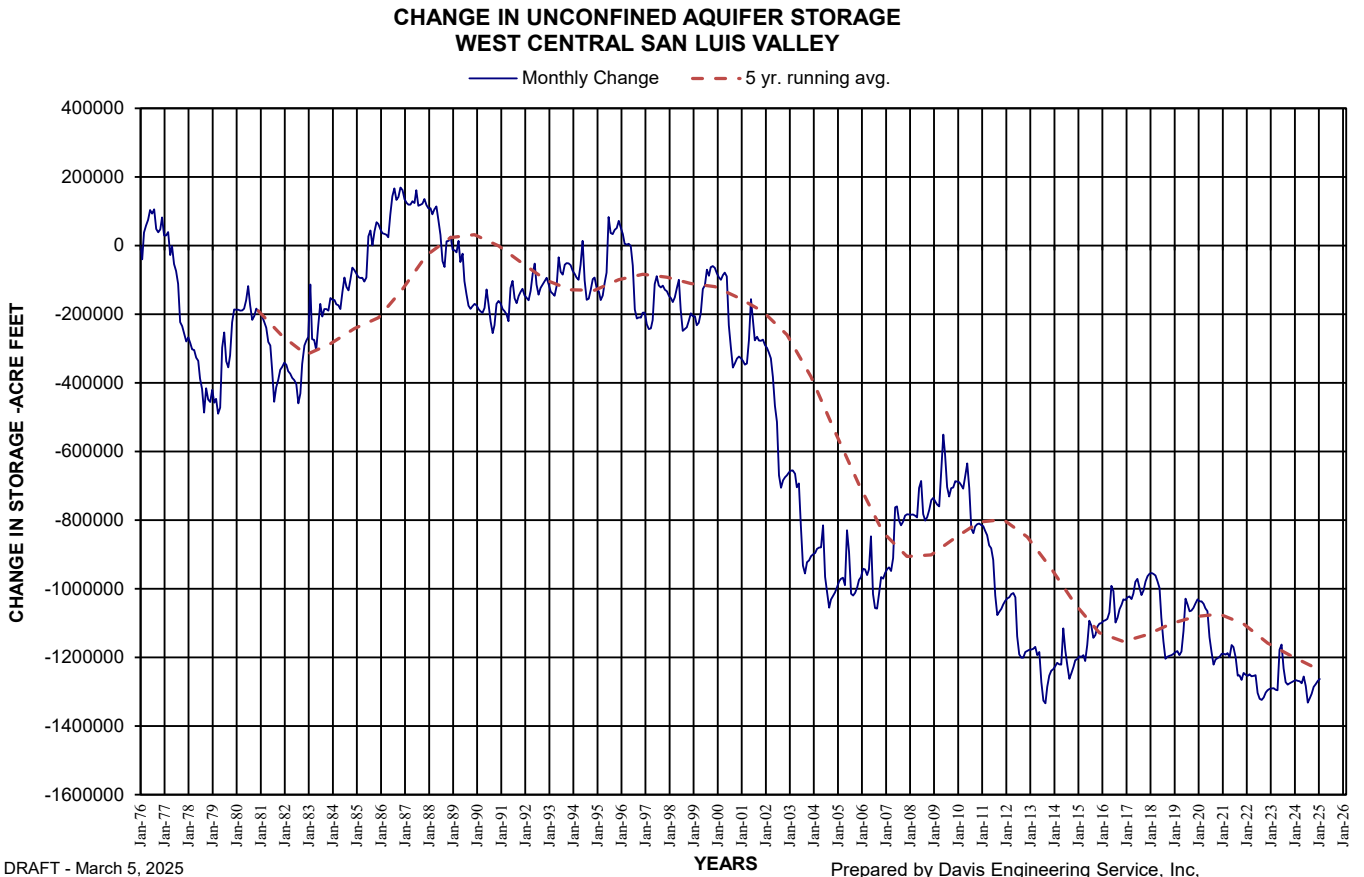


Figure 6.3
Change in Unconfined Aquifer Storage



DRAFT - March 5, 2025
 Data through February 26, 2025

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. 2026 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 15, 2026, Subdistrict No. 1 has finalized FSA CRP-1 Contracts, see Table 6.0, for **4,332.54** acres in Permanent Water Retirement and **6,547.01** acres in 15 Year Water Retirement terms for a total of **10,879.55** acres reducing water consumption by approximately 14,213.3 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 6.0
Rio Grande River CREP Enrollment (in acres)

Year	Permanent	Temporary	Total
2014	918.6	1,049.9	1,968.5
2015	680.36	1,206.56	1,887
2016	1,164	751.22	1,915.2
2017	0	479.72	479.7
2018	241.78	1,509.98	1,751.8
2019	0	597	597
2020	604.64	120	724.6
2021	600.22	0	600.2
2022	0	100	100
2023	0	484.56	484.56
2024	122.94	248.07	371.01
2025	0	0	0

TOTAL	4,332.54	6,547.01	10,879.55
--------------	-----------------	-----------------	------------------

b. TEMPORARY LAND RETIREMENT-FALLOW

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

Table 6.1
2026 Subdistrict No.1 One Year Fallow Contracts

Contracts	Irrigated Acres	5 Year Average Diversion	Estimated Reduction
110	12,900	19,737	16,552

Additional information is provided in **Appendix L**.

In 2026, Subdistrict No. 1 Board of Managers acting through its Water Activity Enterprise agreed to open a one-year ranked fallow program. This program allows for producers to bid on which field is fallowed and a ranking calculation was developed using a 5-year average diversion and the offered price by the Contractor. A resolution to open the program was signed on January 22nd, 2026 after being approved by the Subdistrict No. 1 Board of Managers. At an Annual Meeting on March 3rd, 2026, one hundred and ten (110) applications for fallow were accepted. This program looks to reduce irrigation on approximately 12,900 acres with the anticipated amount of reduced groundwater withdrawal being approximately 16,552 acre-feet. In contrast from previous years the board has also opted to go to a next in-line system in the event any participants withdraw from the program.

c. WELL PURCHASE PROGRAM

The well purchase program (WPP) was not offered for 2026. A summary of previous years WPP results are listed below.

- 1) In 2021, a total of 19 wells were purchased through the WPP, retiring 1,375 acres from pumping, with a total 10-year average of 1,766.49 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.
- 3) In 2023, a total of 15 wells were purchased through the WPP retiring 1303 acres from pumping with a total 10-year average of 1650.81 -acre feet of groundwater

pumping retired.

- 4) In 2024 the subdistrict incentivized the Senate Bill 22-028 THE GROUNDWATER COMPLIANCE AND SUSTAINABILITY FUND, instead of offering a WPP. The details of the Senate Bill are outline below in section d.
- 5) In 2025, a total of 4 wells were purchased retiring 570.4 acres, with a total 10-year average diversion of 730.11 acre feet of groundwater pumping retired.

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

d. SENATE BILL 22-028 THE GROUNDWATER COMPLIANCE AND SUSTAINABILITY FUND (C.R.S. § 37-60-134)

In accordance with the provisions of CRS § 37-60-134, also referred to as SB22 - 028, the following requirements must be met in order to access funds made available by this law. The Board of Directors of the RGWCD, in collaboration with the Colorado Water Conservation Board (“CWCB”) and the state engineer, may establish eligibility and application criteria for disbursement of money from the fund. The board of directors shall post on its website any criteria established pursuant to this subsection. CWCB shall disburse money from the fund based on recommendations from the board of directors of the RGWCD, which recommendation must first be approved by the state engineer. Any disbursement of these funds must support a verifiable reduction in groundwater withdrawals from non-exempt wells that are subject to aquifer sustainability requirements as outlined in the State’s Rules and Regulations for Groundwater Withdrawals in Colorado Water Division No. 3 (“Regulations”). The verified reduction in groundwater withdrawals may occur within any response area within Water Division No. 3 which has aquifer sustainability requirements.

The initial requirement for participation in the Program is that a participating well owner must have irrigated the submitted tract of land with the well(s) for five (5) years out of the period 2013 to 2022, inclusive, by pumping a minimum of fifty (50) acre-feet in each of the five (5) years. A WITHDRAWAL PAYMENT will be made to the participating well owner for each participating well, or participating wells, utilized on the submitted tract of land at a compensation rate of \$3,000.00 per acre-foot of groundwater withdrawn based on the average withdrawals of the five (5) highest years reported to the Colorado Division of Water Resources during the period from 2013 to 2022, inclusive. To qualify, wells must have at least five (5) years of reported withdrawals at a minimum rate of fifty (50) acre-feet per year for each of the five (5) years. There is a TOTAL PAYMENT cap, for each quarter section of \$650,000.00 which will be calculated as the sum of the payment described in Paragraphs 3.1 Because the purpose of this Program is to support a verifiable reduction in groundwater withdrawals, eligibility does not extend to groundwater withdrawals on land that has surface water decreed for irrigation of that land and proper irrigation depends on the surface water recharged to the groundwater system pursuant to a recharge decree or plan of management or plan of augmentation thereby creating a quantified recharge credit.

In 2023, \$30 million was allocated to the Rio Grande Basin to target areas within the basin that have a sustainability requirement. The enrollment was not limited to Subdistrict No. 1, and any subdistrict that had sustainability requirements in their plans of water management could enroll. With limited enrollment in the first round in Subdistrict No. 1, Subdistrict No.1 decided to add an incentive of \$1,250.00 to the acre-foot average being paid with the Senate Bill funding. With that said, as the date of this report, a total of 27 applications have been entered into this program. These applications into SB22-028 are estimated to reduce pumping on approximately 3,316 acres and reduces approximately 6,721 acre-feet of groundwater withdrawals annually.

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

For Preventive Planting Insurance programs within the Subdistrict also partially retired groundwater use on approximately 4,650.70 acres in the previous Plan Year.

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 (59.5 Shares), SLV Canal (1000 shares) and Farmers Union (948 share acres) during the irrigation season the Subdistrict with their combined 2,007.5 shares of surface water diverted approximately 2,368.68 acre-feet towards recharge to the unconfined aquifer on the White, McConnell, Lacy and West Medano Ranch properties during the irrigation season in 2025. Subdistrict No. 1 did not use the wells located on these parcels for any purpose in 2025. 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.

The Board of Managers and Subdistrict members are currently set for trial in January 2026 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
2026 Plan Year

Prepared

April 15, 2026

By

Rio Grande Water Conservation District
8900 Independence Way
Alamosa, CO 81101

And In Consultation With

Davis Engineering Services, Inc.
P.O. Box 1840, 1314 11th Street
Alamosa, CO 81101

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 2026 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 were mailed out in January 2026. Any reported corrections regarding wells are incorporated into the Subdistrict No. 1 Well list through a contract process at the March annual 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 11,502.4 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. **See Appendix G.**

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 2026.

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** Lists of Current CREP, Fallow Parcels, Well Purchase Program & Senate Bill 22-028 in Subdistrict No. 1 by Legal Location & Maps
- 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** Memorandum of Understanding with Subdistrict No.5 for Saguache Creek Depletion Replacements
- Appendix R** Resolution of Financial Guarantor

Current Tabulation of Wells Included in Subdistrict No. 1

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2005001		2005007	0.00	2005013		2005018	85.26	2005019	
2005022	102.00	2005033	0.00	2005035	72.08	2005037	13.92	2005038	0.00
2005040		2005041	110.31	2005042		2005046	102.68	2005047	
2005048		2005049	101.26	2005050	78.41	2005051		2005052	78.41
2005053	76.59	2005056		2005057	79.32	2005058	26.80	2005059	0.05
2005062		2005069		2005072		2005077		2005078	
2005080	112.69	2005084	4.90	2005085		2005092	0.00	2005094	112.69
2005095	37.30	2005096	41.41	2005097		2005098		2005103	60.30
2005104	80.98	2005105		2005107	38.88	2005109		2005112	
2005115		2005116	0.00	2005119	0.00	2005120	102.61	2005121	
2005122		2005125	81.00	2005126		2005127	0.00	2005131	
2005132		2005133	0.00	2005134		2005135	105.97	2005137	87.05
2005138	74.12	2005141		2005142	0.00	2005145	147.00	2005148	
2005152		2005155	109.52	2005156	48.54	2005158		2005159	0.00
2005161	0.00	2005162	170.77	2005163	4.10	2005167		2005168	
2005170		2005171		2005172	175.44	2005173		2005174	
2005175		2005176	101.47	2005177	88.91	2005178	71.64	2005179	
2005181	82.34	2005185		2005186	20.62	2005187		2005192	
2005193	51.04	2005197	75.09	2005201		2005202	95.57	2005203	
2005205	0.00	2005206	83.25	2005207	139.29	2005208		2005211	91.28
2005212	21.87	2005214	105.97	2005315		2005316	63.37	2005322	248.28
2005324	102.50	2005325	106.41	2005326		2005334	68.62	2005335	
2005336		2005337	59.86	2005338		2005339	59.86	2005340	101.26

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2005342		2005344	0.36	2005355		2005383	68.33	2005384	147.00
2005388	80.51	2005391	79.32	2005393		2005398	76.61	2005399	88.27
2005407	48.37	2005408		2005409	84.91	2005410	102.68	2005411	44.55
2005424	40.44	2005425	10.31	2005427	0.00	2005429	81.77	2005430	71.16
2005431	99.00	2005433	42.74	2005434	55.92	2005435	65.03	2005439	0.00
2005443	7.15	2005444	3.61	2005445		2005446	21.43	2005447	83.76
2005448		2005450		2005451		2005452	37.89	2005453	
2005454	39.65	2005457		2005458		2005459		2005461	
2005462	82.05	2005465	81.72	2005466	44.28	2005467	55.42	2005468	15.33
2005469	23.93	2005470		2005471	20.51	2005472		2005473	
2005474	49.13	2005476	0.00	2005479		2005480		2005481	147.78
2005482	29.44	2005483	27.61	2005484	89.66	2005488	30.99	2005489	30.99
2005490	113.50	2005491		2005492		2005493	21.65	2005494	102.36
2005495	86.61	2005496	47.17	2005497		2005498	83.25	2005499	73.46
2005503	11.33	2005504	95.87	2005505	47.69	2005507	44.55	2005508	45.90
2005509	0.00	2005510	26.32	2005511	22.55	2005512		2005513	28.15
2005514	28.15	2005515	26.77	2005516	11.29	2005517	19.56	2005518	2.34
2005519	55.25	2005520		2005521	81.72	2005522	71.16	2005523	59.75
2005524	8.06	2005525	99.97	2005526	61.22	2005527	95.87	2005528	79.37
2005529	54.28	2005530	41.48	2005531	10.31	2005532	40.44	2005533	0.00
2005534		2005535	81.77	2005536	65.03	2005537	0.00	2005538	0.00
2005539	0.00	2005540		2005560	143.92	2005562		2005567	81.59
2005568	83.99	2005569	14.81	2005570	14.81	2005571	0.00	2005572	0.00
2005573		2005574	161.69	2005575	115.22	2005576	135.05	2005578	103.11
2005579	103.11	2005580		2005581		2005582	22.14	2005583	21.49

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2005584	32.57	2005585		2005586	55.63	2005587	57.89	2005588	143.92
2005589	14.32	2005590	13.80	2005592	188.60	2005593	101.23	2005594	87.05
2005595		2005596	95.67	2005597	82.89	2005598	103.35	2005599	104.36
2005601	69.04	2005603		2005604		2005605	33.24	2005608	96.10
2005609	1.94	2005610		2005612	82.36	2005613	93.14	2005614	65.42
2005617	92.93	2005621	61.92	2005641		2005642	0.00	2005643	0.00
2005645	239.86	2005646	0.00	2005647	56.48	2005648	0.17	2005651	
2005652	30.75	2005653	29.85	2005654	29.85	2005656	62.50	2005657	
2005658		2005659	59.00	2005660	59.00	2005662		2005663	
2005664		2005665		2005666		2005668	0.00	2005669	0.00
2005670	63.30	2005671	88.22	2005672	31.64	2005673	21.94	2005674	50.15
2005675	0.00	2005676		2005677		2005678	26.37	2005679	26.37
2005680	70.36	2005681	70.36	2005682	10.33	2005683	10.33	2005684	89.51
2005685	89.51	2005686		2005687	126.32	2005688		2005689	15.66
2005690	120.24	2005691	120.24	2005692	91.00	2005693	91.00	2005694	3.35
2005695	3.35	2005696		2005697	48.54	2005698		2005699	
2005700	0.02	2005701		2005702	99.38	2005703	97.95	2005704	99.38
2005705	97.95	2005706		2005707	13.85	2005708		2005709	86.27
2005710	145.78	2005711	145.78	2005712	140.04	2005713	185.99	2005714	27.97
2005715	27.97	2005716	0.00	2005717	0.00	2005718	117.41	2005719	117.41
2005720	0.00	2005721	134.43	2005722		2005723	74.29	2005726	42.13
2005727	92.25	2005728	127.42	2005729	96.02	2005730		2005731	216.91
2005732	0.00	2005733	1.15	2005734	0.00	2005737	0.00	2005738	
2005739	58.98	2005740	71.99	2005741	71.99	2005742	23.95	2005743	23.95
2005745	0.00	2005746	0.15	2005747	33.19	2005748	36.06	2005749	41.65

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2005750	34.47	2005751	18.38	2005752	19.57	2005753	39.47	2005754	46.89
2005755	18.20	2005756	1.04	2005757	1.01	2005758	53.79	2005759	53.79
2005760	87.05	2005761	10.32	2005762	10.02	2005763	68.02	2005764	66.02
2005765	66.02	2005766	0.00	2005767	0.00	2005768	0.00	2005769	0.00
2005770	0.00	2005771	0.00	2005772	106.90	2005773	60.53	2005774	
2005775		2005776	44.94	2005777	44.94	2005778	67.31	2005779	67.31
2005780	27.17	2005781	72.49	2005782	10.64	2005784	65.05	2005785	
2005786	78.18	2005787	31.93	2005789	54.90	2005791	85.94	2005793	
2005798		2005799		2005801	146.22	2005803	122.24	2005806	
2005807	110.25	2005809	88.22	2005811	21.94	2005812	67.60	2005813	71.54
2005814	23.73	2005815	134.89	2005816	38.26	2005817	190.28	2005818	0.58
2005819	106.41	2005820	66.06	2005821	64.12	2005822		2005823	0.00
2005824	35.06	2005825	35.06	2005826	31.82	2005827	21.14	2005828	15.65
2005829	84.79	2005830	35.58	2005831	34.54	2005832	47.94	2005833	57.93
2005834		2005835		2005836	35.24	2005837	34.21	2005838	66.32
2005839	22.35	2005840	21.70	2005841	21.06	2005842	0.00	2005843	0.00
2005844	38.88	2005845	40.06	2005846	34.45	2005847	33.44	2005848	51.53
2005849	51.53	2005850	0.00	2005851	0.00	2005852	0.02	2005853	0.02
2005855	52.41	2005857	0.00	2005859	0.00	2005862	67.67	2005864	56.48
2005866		2005868		2005869		2005870	75.99	2005871	
2005876	100.08	2005884	7.27	2005886		2005907	56.55	2005909	25.65
2005913	86.90	2005914	0.06	2005916	15.90	2005918	15.90	2005919	15.90
2005920	15.90	2005921	0.00	2005923	0.00	2005924	83.13	2005926	93.68
2005927	1.37	2005928		2005929		2005930	82.34	2005931	149.89
2005932	167.91	2005933		2005934		2005935	137.50	2005936	84.95

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2005937	40.74	2005941	0.00	2005947	0.15	2005948	114.85	2005949	114.85
2005950		2005951		2005952		2005953		2005954	
2005955		2006003		2006004		2006005		2006007	44.25
2006008	42.95	2006009	33.81	2006010		2006011	101.47	2006013	54.22
2006014	54.22	2006016	42.95	2006017	86.20	2006018	86.20	2006019	
2006020	0.00	2006021	0.00	2006023	92.10	2006025		2006026	58.63
2006027	58.63	2006028	58.72	2006029	58.72	2006030	45.90	2006031	47.29
2006032	56.55	2006152	48.57	2006153		2006176	113.01	2006177	84.61
2006178	113.01	2006179	84.61	2006218	125.26	2006224	71.50	2006234	
2006235	167.32	2006248	49.16	2006251	60.83	2006252	60.83	2006253	57.68
2006254	55.98	2006262	0.76	2006263	99.42	2006264	66.32	2006265	
2006266	73.68	2006269		2006270	93.21	2006271		2006272	67.01
2006273		2006274	62.07	2006275	0.71	2006276	105.85	2006277	
2006278	94.90	2006279		2006280	122.57	2006281	68.31	2006282	68.31
2006283	0.00	2006284	73.24	2006285	73.24	2006286	91.92	2006287	91.92
2006288		2006289		2006290	93.75	2006291	93.75	2006292	36.72
2006293	1.72	2006294	1.72	2006297		2006298		2006299	70.80
2006300	84.82	2006301	75.09	2006302		2006304		2006305	22.87
2006306		2006307		2006308		2006309	204.38	2006310	57.60
2006311	57.60	2006312	50.61	2006313	50.61	2006314	39.34	2006315	38.18
2006319	96.38	2006320	96.38	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	0.00	2006338	0.00
2006339	0.00	2006340		2006342	0.00	2006343		2006344	38.63

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2006345	64.37	2006346	64.37	2006347	45.25	2006348		2006349	177.43
2006350		2006351	37.64	2006352		2006353	53.30	2006354	51.47
2006355	49.96	2006356	58.26	2006358	88.57	2006359	90.57	2006360	79.62
2006361		2006362	67.79	2006363		2006364	107.94	2006365	55.20
2006366	56.88	2006367	62.58	2006368	62.58	2006369	99.91	2006370	99.91
2006371		2006372	87.01	2006373	0.00	2006374	138.06	2006375	0.00
2006376	0.00	2006377	102.50	2006378	0.00	2006379	181.21	2006380	97.84
2006381		2006382	101.55	2006383	36.18	2006384	54.97	2006385	75.94
2006386	78.24	2006387		2006388	115.44	2006389		2006390	122.59
2006391	60.38	2006392	60.38	2006393		2006394	101.98	2006395	
2006396	84.13	2006397	0.00	2006398	371.07	2006399		2006402	0.00
2006403	72.13	2006404		2006405	76.64	2006409		2006410	94.09
2006411	81.00	2006412		2006413	92.22	2006414	56.02	2006415	57.72
2006416	95.83	2006417		2006418	109.39	2006419		2006420	94.19
2006421		2006422	175.61	2006423	35.40	2006424	35.40	2006427	71.64
2006428	87.05	2006429	74.12	2006430		2006431	67.60	2006434	
2006435	113.66	2006436		2006437	65.55	2006438	56.82	2006439	56.82
2006440		2006441	176.60	2006444	80.31	2006445		2006446	
2006447	171.40	2006448	87.29	2006449	87.29	2006450	102.89	2006451	102.89
2006452		2006453	26.84	2006454		2006455	71.04	2006457	92.65
2006458	92.65	2006459	73.54	2006460	40.50	2006461	79.77	2006462	79.77
2006463	94.50	2006464	94.50	2006466	85.06	2006467		2006468	183.10
2006469		2006470	114.08	2006471		2006472	225.90	2006473	
2006474	102.11	2006475		2006476	63.13	2006478	0.00	2006479	90.78
2006480	102.25	2006481	106.57	2006482	106.57	2006483	13.92	2006491	

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2006492	67.30	2006493		2006494	51.00	2006495		2006496	191.37
2006497	0.00	2006498	208.00	2006499		2006500	158.13	2006501	
2006502	92.24	2006504	99.86	2006512	61.38	2006513	130.91	2006514	130.91
2006515	112.90	2006516	112.90	2006517		2006518	95.14	2006519	108.92
2006520	108.92	2006521	103.87	2006522	103.87	2006523		2006524	97.94
2006525	0.00	2006526	4.19	2006527	132.51	2006528	0.00	2006529	0.00
2006530		2006531	260.37	2006532	46.20	2006533	47.60	2006534	110.31
2006535	59.46	2006536	59.46	2006538	57.99	2006539	45.36	2006540	22.27
2006541	22.27	2006542	22.95	2006545	108.80	2006546		2006547	112.10
2006548		2006549	115.04	2006555	123.57	2006557	51.07	2006559	
2006560	80.62	2006561	80.62	2006562	4.90	2006563	128.77	2006564	53.69
2006565		2006566		2006567	4.30	2006570		2006571	
2006574	66.71	2006575	66.71	2006576	83.22	2006577	83.22	2006578	
2006579	195.41	2006580	64.68	2006581	64.68	2006585	71.50	2006587	77.70
2006588	75.41	2006589	52.36	2006590		2006591		2006592	
2006593		2006594	48.21	2006595		2006596	13.59	2006597	
2006598	13.19	2006599	25.07	2006601	55.20	2006602	0.00	2006604	0.00
2006605	0.00	2006606	0.00	2006608	0.00	2006609		2006610	121.45
2006611		2006612	148.79	2006613		2006614		2006615	91.06
2006617	51.07	2006622	66.45	2006623	508.67	2006624	101.79	2006625	
2006626	273.89	2006627	51.33	2006628	51.33	2006629	52.89	2006630	60.79
2006631	60.30	2006632	80.98	2006633	123.57	2006635	71.65	2006637	19.75
2006643	19.17	2006644	64.49	2006645	64.49	2006646	16.17	2006647	16.17
2006648	66.32	2006649	45.61	2006653		2006654		2006655	
2006656		2006659	3.62	2006662	50.64	2006668		2006669	

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2006670		2006673	98.49	2006675	112.44	2006678	0.00	2006679	0.00
2006684		2006685		2006686		2008001	115.65	2008002	35.06
2008003	106.85	2008005	77.42	2008008	19.10	2008009	86.73	2008011	72.72
2008012	72.89	2008016	84.61	2008017	59.33	2008018	93.99	2008026	100.70
2008027	124.67	2008030	33.67	2008031	33.67	2008032	34.69	2008033	73.08
2008034	54.82	2008037	91.39	2008038	39.26	2008039	50.73	2008040	102.66
2008041	64.40	2008042	64.40	2008046	30.36	2008048	27.50	2008050	38.79
2008129	0.00	2008130	0.00	2008137	0.13	2008139	93.73	2008141	16.68
2008142	57.89	2008143	57.89	2008144	40.89	2008145	40.89	2008146	
2008147		2008148	45.20	2008149	45.20	2008150	46.66	2008153	36.02
2008154	34.96	2008155		2008156		2008157	34.96	2008161	76.35
2008163	85.75	2008164	59.65	2008165	33.44	2008166	44.32	2008167	44.32
2008168		2008169	47.84	2008172		2008173		2008174	0.00
2008176	0.95	2008177		2008178		2008180	105.50	2008181	105.50
2008182	35.98	2008183	35.98	2008185	54.47	2008186	8.94	2008187	21.93
2008188	212.60	2008189	289.11	2008190	233.93	2008191	45.88	2008192	28.71
2008193	60.46	2008195	57.33	2008196	64.10	2008197	42.17	2008198	76.26
2008199		2008203		2008204		2008207	253.72	2008213	99.81
2008214		2008215		2008216	25.38	2008220	54.60	2008221	54.60
2008222	54.60	2008223		2008224		2008225		2008226	0.00
2008229	24.73	2008230	24.73	2008231	24.73	2008235	78.72	2008238	80.65
2008239		2008240	68.67	2008241	33.99	2008243	47.55	2008251	130.64
2008252	117.46	2008254	53.86	2008257		2008258	74.29	2008262	55.20
2008266	42.98	2008270	33.48	2008271	33.48	2008272	31.66	2008273	31.66
2008274	34.12	2008275	34.12	2008276	33.48	2008277	31.66	2008283	35.15

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2008285	51.37	2008286	51.37	2008287	50.99	2008288	50.99	2008289	46.45
2008290	115.75	2008291	62.49	2008292	22.35	2008295		2008297	11.98
2008298	48.57	2008299	74.31	2008302	69.82	2008306	182.89	2008307	
2008308	65.05	2008309		2008310	78.18	2008317	61.38	2008318	
2008319	118.47	2008320	0.00	2008321		2008322	118.47	2008326	
2008336	52.63	2008342		2008344	88.88	2008345		2008346	
2008347		2008348	95.10	2008349	0.34	2008350	72.89	2008351	
2008355	113.50	2008358		2008359	70.39	2008360		2008361	89.82
2008362	84.95	2008363	81.64	2008364	81.64	2008365	71.50	2008366	
2008376	13.80	2008377	1.33	2008378	61.92	2008379		2008380	170.70
2008381	222.80	2008383		2008384		2008385	81.84	2008386	91.72
2008388		2008389	0.00	2008390	3.10	2008391	0.00	2008392	7.00
2008397	84.67	2008398		2008399	94.64	2008400		2008401	94.64
2008403	0.15	2008404		2008405		2008406	84.67	2008407	86.72
2008408		2008410	45.90	2008411	86.72	2008412		2008413	0.10
2008414	45.90	2008418		2008419		2008420	82.13	2008422	54.90
2008423	56.56	2008425	56.02	2008427	73.68	2008428	115.04	2008429	106.70
2008431		2008432		2008433	68.56	2008434		2008435	95.68
2008436	78.63	2008437	0.12	2008438	109.27	2008439		2008440	
2008441		2008442	0.38	2008443		2008444	0.00	2008446	107.74
2008447	65.01	2008448	218.42	2008449	97.03	2008450	96.30	2008451	12.83
2008452	92.53	2008453		2008454		2008455	97.18	2008456	91.76
2008457	92.53	2008458	91.76	2008459	97.18	2008460		2008461	36.47
2008462	36.47	2008463	37.57	2008464		2008465	109.91	2008466	109.91
2008467	104.31	2008468		2008469	89.99	2008470		2008471	

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2008472		2008473	91.91	2008474	13.15	2008475		2008476	7.76
2008477		2008478	91.91	2008479	0.00	2008480	13.15	2008481	13.55
2008482	7.99	2008484	59.74	2008485		2008486	59.74	2008499	
2008500		2008502	102.11	2008503	20.58	2008504	87.24	2008516	104.02
2008517		2008525	117.00	2008526		2008527	71.04	2008528	190.27
2008529	94.49	2008531		2008532		2008535	100.70	2008536	
2008537		2008539	95.04	2008551	67.57	2008552	95.83	2008553	109.39
2008556	94.19	2008566	76.59	2008567	0.00	2008571	107.94	2008574	84.13
2008576	620.65	2008578		2008580		2008581	71.76	2008582	0.04
2008583		2008584	159.07	2008590	78.55	2008591	0.00	2008593	58.06
2008594		2008595	47.07	2008596		2008597		2008599	169.15
2008600		2008601		2008602	67.92	2008610	2.24	2008612	
2008613	121.32	2008614	53.30	2008615	40.35	2008616	41.58	2008617	121.32
2008620	11.43	2008621	81.84	2008623	0.00	2008624	81.84	2008626	99.24
2008627	60.91	2008628		2008629	60.91	2008631		2008632	3.29
2008637		2008638	98.49	2008639	94.00	2008640		2008641	104.31
2008642		2008644	88.57	2008645		2008648		2008649	137.50
2008654	48.84	2008655		2008657		2008658	54.31	2008660	150.00
2008661	140.00	2008662	0.00	2008663	0.00	2008668		2008669	94.90
2008670	57.42	2008671	37.70	2008677	0.00	2008678		2008679	68.00
2008680	66.00	2008681		2008682		2008683	28.46	2008684	28.46
2008687	93.42	2008688	95.29	2008689	93.13	2008690		2008692	98.18
2008705	57.46	2008706	57.46	2008707	106.02	2008708		2008709	106.02
2008710	19.51	2008711		2008718		2008719		2008720	19.17
2008721	110.28	2008722		2008723		2008724	43.71	2008725	159.33

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2008727	105.13	2008728		2008729	105.13	2008730		2008731	
2008732	81.60	2008734	102.61	2008735	64.83	2008736		2008737	
2008738	109.54	2008739		2008740		2008741	78.54	2008742	78.54
2008743		2008744	7.70	2008745	56.55	2008746		2008747	143.47
2008748	128.91	2008749	80.54	2008750	101.93	2008751		2008752	
2008753	80.54	2008754	101.93	2008763		2008764	95.63	2008765	0.00
2008766	77.95	2008767	68.43	2008768	74.51	2008769	95.63	2008770	
2008772	0.00	2008773		2008774		2008775	33.11	2008776	33.11
2008777		2008778	80.18	2008779		2008781	30.74	2008782	30.74
2008784	34.34	2008788	0.00	2008789	0.00	2008792	132.13	2008793	
2008794		2008795	180.81	2008798	90.18	2008799		2008800	77.63
2008801	77.63	2008802		2008803	68.83	2008806	153.03	2008807	
2008808	126.16	2008809	304.48	2008810	32.06	2008811		2008812	85.94
2008813	15.66	2008818		2008821		2008822		2008823	20.65
2008824	88.99	2008825	88.99	2008826	20.65	2008827		2008828	86.90
2008829		2008830	108.80	2008834		2008835	122.81	2008836	86.96
2008837	100.26	2008838	70.98	2008839	100.26	2008840		2008841	
2008842		2008843	86.96	2008844		2008845	0.54	2008846	
2008847	70.98	2008848		2008849		2008855		2008863	31.81
2008864	30.88	2008865		2008869	0.02	2008870		2008871	72.98
2008874		2008876	7.54	2008879		2008880	0.04	2008886	
2008887	3.62	2008888	3.73	2008889	9.78	2008890		2008891	2.30
2008892	0.25	2008893	70.66	2008894	59.40	2008895		2008896	70.66
2008897	4.16	2008898		2008899	62.79	2008902	0.00	2008903	87.73
2008904	87.12	2008908		2008909		2008910	94.65	2008911	83.81

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2008915		2008916	101.53	2008917	101.53	2008918	17.83	2008919	85.29
2008920		2008921		2008922	5.95	2008928		2008929	
2008932	9.84	2008933		2008934		2008935	9.84	2008938	93.21
2008939	51.01	2008940	51.01	2008942	50.04	2008943		2008944	
2008945		2008946		2008947	93.79	2008948		2008949	93.79
2008954		2008955	64.02	2008956	64.02	2008961		2008962	118.65
2008963	118.65	2008964		2008965	12.78	2008967	0.44	2008968	
2008973	32.09	2008974	80.58	2008975	49.46	2008977		2008978	102.68
2008979		2008983		2008984	107.44	2008985	34.58	2008986	34.58
2008988	62.17	2008989		2008990		2008992	106.83	2008993	
2008994		2008995	0.00	2008996	0.00	2008998	76.96	2009002	49.96
2009003	55.91	2009004	127.42	2009005		2009015		2009019	
2009020	100.16	2009021	100.16	2009022		2009023	97.19	2009025	348.44
2009026		2009043	65.10	2009044	0.00	2009045	46.11	2009047	
2009048	14.00	2009049	0.00	2009050	76.01	2009051	65.82	2009052	
2009053		2009054		2009055	62.05	2009057	147.78	2009065	5.30
2009067	204.30	2009069	2.87	2009072	138.06	2009082		2009083	112.74
2009084	108.05	2009085	9.79	2009086	0.00	2009087	4.10	2009088	
2009089	89.26	2009090	89.26	2009091		2009093		2009094	
2009095	95.37	2009096		2009104	63.84	2009105	40.66	2009106	
2009107		2009108	81.66	2009110		2009111		2009112	
2009113	0.00	2009114	93.44	2009115		2009118	0.00	2009120	0.00
2009121		2009122		2009123	0.00	2009131		2009132	
2009133		2009134		2009135		2009136	149.37	2009137	
2009139		2009140	59.33	2009141	86.46	2009142		2009143	

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2009144		2009145		2009146	65.43	2009147	99.86	2009148	
2009150		2009151		2009153		2009154	80.31	2009157	102.36
2009158	103.35	2009163	5.83	2009164		2009165		2009166	
2009167	173.76	2009171	59.40	2009172	41.00	2009173	59.40	2009196	0.45
2009197		2009199	114.08	2009200		2009205	92.24	2009206	1.10
2009207	82.14	2009208	43.37	2009209	82.14	2009210	43.37	2009211	
2009212	82.89	2009213	0.00	2009214		2009216	180.47	2009217	154.41
2009218		2009219	107.95	2009220	107.95	2009221	1.10	2009222	16.89
2009223	85.06	2009224		2009228	102.12	2009229		2009230	63.13
2009231	102.12	2009233		2009234	245.79	2009235	597.21	2009237	67.79
2009241		2009242		2009243	0.00	2009245	10.84	2009246	67.42
2009247	115.32	2009249	59.68	2009250	57.92	2009251		2009255	96.93
2009256		2009257		2009262		2009266	104.65	2009267	
2009269	88.11	2009270	46.64	2009271	23.12	2009274	57.93	2009275	64.58
2009276	40.18	2009277	68.96	2009292	127.89	2009295		2009296	70.21
2009297		2009300	94.51	2009301	99.05	2009302		2009303	
2009304		2009305	108.31	2009306	13.85	2009310	86.61	2009311	
2009313	46.33	2009314	67.30	2009315	184.22	2009342	47.55	2009348	126.49
2009353		2009355		2009356	49.12	2009357	49.12	2009364	34.08
2009365	27.50	2009373		2009374	10.82	2009375		2009378	61.57
2009379	88.64	2009380	88.64	2009381		2009403	105.85	2009404	74.49
2009405		2009406		2009414	47.17	2009415	47.17	2009416	47.17
2009417	47.17	2009418	0.00	2009419		2009424	0.00	2009425	
2009428	68.91	2009451		2009452	89.49	2009456		2009457	24.31
2009458	39.11	2009460	0.43	2009461	230.71	2009462		2009463	182.59

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2009464	303.75	2009465	94.89	2009466		2009467	0.00	2009468	288.59
2009469		2009470		2009471	117.03	2009472	112.10	2009476	1.14
2009477	22.75	2009478	77.37	2009486		2009487	63.18	2009499	
2009503	76.64	2009509		2009511		2009515		2009517	83.13
2009521		2009522		2009523	45.90	2009525		2009526	1.94
2009532	36.18	2009533		2009536	122.59	2009537	110.52	2009538	
2009539	75.94	2009541	115.44	2009542	66.00	2009544	3.14	2009546	
2009547		2009549	269.84	2009550	100.08	2009563		2009564	
2009565		2009567	168.19	2009570		2009571		2009572	69.82
2009573	101.80	2009574	85.22	2009576	79.42	2009577	165.21	2009578	
2009587	70.90	2009588	92.35	2009603		2009604		2009605	74.01
2009606	65.60	2009609	101.94	2009617		2009655		2009657	
2009668		2009681	41.40	2009686	98.98	2009688	50.04	2009698	82.36
2009699		2009700		2009701	59.65	2009702	93.14	2009703	85.75
2009704		2009705	103.37	2009719		2009720		2009721	46.88
2009724		2009739	109.11	2009741	106.85	2009742		2009743	91.28
2009744		2009754	58.94	2009755		2009770		2009771	155.20
2009788	89.93	2009795	10.70	2009798		2009799	5.14	2009800	95.60
2009801		2009804	0.12	2009816	76.04	2009817		2009818	150.69
2009819	205.95	2009820		2009821		2009823		2009824	
2009825		2009826		2009831		2009833		2009834	63.37
2009835	0.00	2009836	0.00	2009846	55.07	2009864		2009865	0.00
2009866		2009867	0.00	2009876		2009905	132.60	2009906	122.57
2009928		2009932	86.73	2009933		2009934	14.82	2009935	
2009940	0.00	2009944	0.00	2009945	169.46	2009946	68.25	2009947	0.00

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2009948	195.42	2009959		2009992		2009993		2009999	3.83
2010005	92.28	2010006	91.43	2010007	65.42	2010008	91.06	2010009	100.17
2010010	0.00	2010011	0.00	2010013		2010014	94.11	2010015	95.68
2010016		2010017	88.57	2010018	99.26	2010019	90.70	2010020	90.70
2010025		2010045	39.97	2010046	58.12	2010047	42.48	2010057	98.66
2010088	62.07	2010089	105.85	2010090	67.01	2010110	134.43	2010111	117.46
2010112	130.64	2010117		2010118		2010119		2010120	87.13
2010180	43.93	2010188	44.29	2010190		2010201		2010209	
2010210	43.83	2010213	287.76	2010216	80.63	2010217		2010218	49.94
2010219	125.42	2010231	95.53	2010234		2010235		2010236	40.23
2010237	113.57	2010240	14.59	2010245	0.00	2010246		2010249	9.48
2010261		2010262	189.45	2010263	0.00	2010270	96.34	2010272	126.16
2010292	102.01	2010294		2010295	12.92	2010312		2010314	51.00
2010328	142.13	2010329	142.13	2010330	115.30	2010334	0.00	2010335	51.64
2010340	49.55	2010353	108.58	2010354	294.32	2010355		2010356	
2010363	151.12	2010364		2010365		2010396	94.07	2010397	94.07
2010400	107.57	2010401	92.90	2010402	19.48	2010404	119.76	2010405	51.04
2010433	47.69	2010442	34.24	2010448	49.16	2010466		2010499	
2010500		2010510		2010521	111.99	2010543	86.03	2010544	86.03
2010546	64.47	2010547		2010548		2010549	92.10	2010550	116.46
2010558		2010559	30.86	2010560	30.86	2010561	54.46	2010568	53.81
2010587		2010590		2010597	5.57	2010618	268.03	2010619	
2010622	97.83	2010628		2010629	66.82	2010648		2010674	
2010675		2010676	80.91	2010677	51.94	2010686	2.25	2010696	0.00
2010705	3.27	2010719	44.77	2010723	102.66	2010725	34.21	2010732	105.94

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2010754	21.46	2010755	53.39	2010786	0.00	2010787		2010788	25.65
2010789	108.98	2010790	11.53	2010815		2010820	0.00	2010821	122.07
2010822	50.92	2010823	6.19	2010833		2010840		2010843	
2010846	84.91	2010847		2010853		2010854	94.98	2010855	94.98
2010878	74.49	2010881	82.97	2010888	27.31	2010903	78.00	2010904	17.88
2010906	51.14	2010919	81.86	2010929	56.38	2010930		2010939	43.65
2010940	74.19	2010970	196.06	2010971	6.59	2010973		2010974	88.73
2010985	150.36	2011003	37.55	2011004	8.68	2011005	1.52	2011006	93.56
2011007	0.39	2011008	32.37	2011009		2011012	0.00	2011020	0.73
2011021	0.00	2011039		2011052		2011053		2011125	97.27
2011129	31.90	2011131	45.28	2011133	80.56	2011136		2011137	80.56
2011142		2011156	13.66	2011157	130.67	2011158	33.54	2011159	36.81
2011160	37.93	2011161	13.66	2011162	34.56	2011163	60.59	2011173	
2011180	0.00	2011199		2011200	78.05	2011201	0.23	2011217	
2011220	64.82	2011221		2011222		2011272		2011285	
2011299	0.00	2011325	18.06	2011326	73.60	2011331	0.00	2011332	
2011333	78.72	2011336	18.40	2011339		2011386	1.50	2011409	
2011410	33.24	2011411	90.23	2011412	71.03	2011413		2011414	
2011422	101.23	2011423		2011424		2011425	59.15	2011426	89.70
2011455	0.00	2011457		2011458	89.78	2011459	89.78	2011472	
2011559		2011569	0.58	2011570	61.57	2011580	4.07	2011581	4.19
2011588	0.24	2011589	36.43	2011592		2011597	1.34	2011598	36.43
2011605		2011606	65.27	2011608	71.75	2011609	71.75	2011621	107.44
2011632		2011634	134.03	2011640	101.98	2011676		2011677	58.48
2011680		2011681		2011708	93.53	2011709	168.92	2011713	0.95

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2011719	0.00	2011720	14.41	2011725	0.00	2011742	342.03	2011759	
2011796		2011797	0.00	2011798	0.00	2011799		2011800	
2011802		2011805		2011806		2011808		2011809	
2011810		2011816		2011817		2011818	83.83	2011820	0.00
2011821		2011822		2011877		2011878	449.34	2011879	
2011880		2011895		2011896	45.70	2011897	87.32	2011900	
2011913	194.35	2011923	48.91	2011924		2011925	50.39	2011926	65.35
2011928		2011939		2011944	102.75	2011945	102.75	2011981	0.49
2011982		2011983	84.13	2012001		2012002		2012011	1.31
2012026	0.00	2012030	34.11	2012031	606.41	2012032	116.08	2012033	34.11
2012045	293.47	2012046		2012047		2012100	88.10	2012101	
2012103	94.09	2012143	98.31	2012144		2012154		2012155	110.06
2012156		2012157	102.31	2012158		2012163	83.27	2012164	
2012166	83.27	2012184	23.27	2012187	58.51	2012188		2012189	79.03
2012223	7.99	2012226	72.72	2012227		2012228	91.95	2012229	141.83
2012249	66.50	2012250	66.50	2012267	35.45	2012289		2012290	41.41
2012291	76.91	2012292		2012293	129.50	2012294	129.50	2012295	56.48
2012296	78.00	2012297	78.00	2012298	98.00	2012299	166.96	2012300	85.49
2012314		2012348	27.38	2012349	97.72	2012373	12.11	2012374	118.89
2012375	34.20	2012376	171.30	2012377	41.01	2012378	221.27	2012379	
2012380	41.01	2012381		2012382	27.29	2012408	19.51	2012418	0.00
2012437	95.67	2012438		2012446	122.40	2012447		2012448	107.26
2012449	97.94	2012450	0.00	2012451	110.44	2012453	49.64	2012461	163.96
2012462		2012463		2012524	16.76	2012525		2012530	43.85
2012537	0.00	2012539	228.04	2012540	0.71	2012541	0.00	2012587	107.64

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2012588	105.56	2012589		2012597		2012598	54.32	2012599	88.66
2012600	39.00	2012601	27.00	2012602	88.66	2012608		2012609	76.21
2012610		2012611	76.21	2012628		2012636		2012637	95.03
2012638	95.03	2012640	63.39	2012641	89.65	2012643	97.37	2012645	
2012647		2012648		2012665	51.55	2012666	3.91	2012667	
2012668	226.36	2012669		2012670		2012671	23.97	2012672	59.42
2012673	59.42	2012676	95.87	2012679		2012699		2012887	
2012920	0.80	2012935	0.06	2013052	29.33	2013164	106.70	2013185	
2013186		2013187		2013188	40.35	2013241		2013242	
2013249	25.90	2013252	39.63	2013253		2013254	48.84	2013267	48.81
2013306	101.55	2013308	24.00	2013311	101.29	2013316	107.33	2013319	31.28
2013321		2013322	94.49	2013323		2013328	112.69	2013329	62.17
2013330		2013331	39.43	2013332	2.00	2013339	192.41	2013340	17.83
2013341	26.01	2013342	0.00	2013344	71.76	2013345	141.83	2013346	91.95
2013347	47.07	2013350	117.59	2013351	117.59	2013363	61.41	2013364	88.11
2013365	305.14	2013366	7.54	2013373		2013375	109.52	2013377	0.00
2013380	0.00	2013381	128.53	2013382	110.52	2013388	116.70	2013389	46.33
2013390	97.19	2013406	131.28	2013410	110.06	2013411	102.31	2013415	113.55
2013416	105.95	2013418	42.66	2013432	267.89	2013440	109.27	2013441	92.04
2013442		2013443	151.06	2013444	0.00	2013445	0.00	2013447	132.13
2013448	61.55	2013449	104.02	2013450	171.07	2013451	177.00	2013457	70.10
2013461	173.03	2013462	88.64	2013464	0.00	2013465	104.20	2013466	98.66
2013505	146.55	2013506	12.78	2013508	159.36	2013510	45.70	2013511	65.43
2013512	46.47	2013513	90.18	2013514	84.13	2013517	211.44	2013518	40.30
2013520		2013522	71.08	2013524	65.09	2013525		2013526	204.30

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2013527	63.39	2013528	65.61	2013529	58.12	2013530	8.79	2013531	68.26
2013532	34.11	2013533	23.87	2013534	23.83	2013535	37.84	2013536	47.66
2013537	124.61	2013538	256.10	2013539	155.39	2013541	100.21	2013542	183.57
2013543	105.56	2013544	92.35	2013547	35.34	2013548	0.00	2013549	54.32
2013550	90.14	2013551	0.00	2013552	98.66	2013553	98.98	2013554	28.11
2013555	73.67	2013556	62.53	2013557	76.15	2013559	33.63	2013561	73.45
2013563	0.00	2013567	65.60	2013568	0.00	2013569	94.89	2013570	89.99
2013572	46.20	2013573	85.48	2013574	56.80	2013575	56.80	2013576	229.88
2013577	0.00	2013579	98.82	2013581	58.06	2013582	143.85	2013584	87.24
2013585	20.58	2013586	65.82	2013587	184.83	2013588	164.82	2013594	124.50
2013596		2013597	110.28	2013599		2013606	85.50	2013607	0.02
2013610	43.29	2013612	40.84	2013613	38.08	2013614	32.68	2013615	64.82
2013616	0.00	2013618		2013622	34.44	2013623	10.03	2013624	
2013625	65.32	2013626	65.35	2013627	109.11	2013628	54.67	2013629	92.58
2013630	92.58	2013631	46.64	2013632	2.41	2013633	22.90	2013635	10.84
2013637	42.76	2013638	33.82	2013639	43.15	2013640	28.97	2013641	33.82
2013642	53.00	2013643	53.00	2013644	76.17	2013645	36.04	2013653	97.46
2013654	235.32	2013656	0.00	2013657	58.07	2013658	61.81	2013663	
2013664	57.99	2013665	63.20	2013668	132.60	2013669	38.79	2013670	23.95
2013671	8.79	2013672	47.66	2013673	58.48	2013674	65.61	2013675	58.12
2013676	68.26	2013677	34.11	2013678	23.87	2013679	23.83	2013680	36.72
2013683	40.20	2013684	22.75	2013685	36.91	2013686	85.45	2013688	97.37
2013690	172.26	2013692	72.11	2013693	0.06	2013694	65.10	2013695	72.98
2013699	26.42	2013701	146.54	2013705	68.56	2013706	93.42	2013708	0.00
2013711	23.95	2013712	60.01	2013713	46.12	2013714	113.25	2013715	36.44

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2013719	22.44	2013720	21.99	2013721	52.69	2013722	45.93	2013724	38.27
2013725	38.27	2013728	4.50	2013730	44.77	2013731	52.74	2013734	74.28
2013744	0.00	2013745	0.00	2013746	41.48	2013747	39.63	2013748	36.96
2013749	55.20	2013750	6.11	2013751	34.54	2013752	36.81	2013753	38.18
2013754	33.54	2013755	54.28	2013756	0.00	2013760	38.36	2013761	0.14
2013762	98.00	2013774	74.19	2013775	0.91	2013779	225.11	2013780	181.48
2013781	107.65	2013782	78.00	2013784	0.00	2013787	0.47	2013788	0.59
2013789	87.32	2013790	0.06	2013791	257.65	2013795	124.28	2013796	1.18
2013797	101.05	2013798	117.00	2013800	177.01	2013801	95.04	2013802	0.16
2013803	60.23	2013804	19.10	2013805	27.57	2013806	27.57	2013807	27.57
2013808	27.57	2013809	43.95	2013810	43.95	2013811	20.30	2013812	20.30
2013813	20.91	2013814	16.50	2013815	0.10	2013817	88.91	2013819	0.69
2013820	0.00	2013821	0.00	2013822	0.00	2013823	0.00	2013824	0.69
2013826	58.51	2013827	50.48	2013829	57.33	2013830	64.10	2013831	66.50
2013832	0.39	2013833	0.00	2013836	82.97	2013837	52.27	2013838	76.96
2013839	0.00	2013840	22.90	2013841	35.14	2013842	0.02	2013843	62.05
2013845	68.83	2013847	49.68	2013848	65.08	2013850	10.39	2013851	10.39
2013852	37.38	2013853	37.38	2013854	38.52	2013855	42.98	2013856	0.00
2013858	0.00	2013859	194.78	2013860	30.36	2013862	46.45	2013863	71.96
2013864	71.96	2013866	70.21	2013867	0.60	2013868	38.67	2013873	116.99
2013874	116.99	2013875	82.13	2013877	2.58	2013878		2013879	53.30
2013880	53.30	2013881	54.93	2013882	60.70	2013884	0.00	2013886	56.55
2013887	108.05	2013888	112.74	2013890	136.16	2013891	101.29	2013892	0.00
2013893	94.56	2013894		2013895	104.65	2013896	34.34	2013902	
2013905	36.04	2013906		2013907	119.56	2013908		2013909	35.06

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2013910		2013911		2013912	75.82	2013913	131.28	2013914	83.81
2013915	108.31	2013916	135.01	2013925	68.99	2013927	3.07	2013928	55.51
2013929	102.00	2013931	89.49	2013932	43.65	2013934		2013935	
2013937	44.00	2013938	94.00	2013941	4.94	2013943	40.50	2013944	15.39
2013945		2013946	1.24	2013947	28.36	2013948	16.42	2013949	105.87
2013950	35.47	2013952	46.57	2013953		2013954	42.13	2013955	
2013956		2013957	33.65	2013958	105.87	2013959	30.88	2013960	76.17
2013962		2013965	46.66	2013966	57.96	2013967	76.26	2013969	43.45
2013970	42.17	2013974	74.31	2013975	38.63	2013977	57.96	2013982	33.99
2013983	79.42	2013986	16.52	2013987		2013994	98.68	2013995	65.01
2013996	126.46	2013997	165.89	2013998	94.67	2013999		2014000	77.62
2014001	88.73	2014002	85.29	2014003	231.65	2014004	95.53	2014005	85.58
2014007		2014012	61.07	2014013	43.37	2014014	43.37	2014015	72.13
2014016	44.69	2014017	50.48	2014018	71.03	2014019	80.18	2014020	
2014021	64.58	2014022	7.16	2014023	0.00	2014024	17.52	2014025	0.03
2014026	76.01	2014027	0.00	2014028	45.25	2014029	0.43	2014030	187.56
2014032	118.31	2014033	60.23	2014034	60.70	2014035	57.80	2014036	79.23
2014037	79.23	2014038	0.46	2014039	5.19	2014041	0.00	2014042	0.00
2014043	48.81	2014044	96.93	2014045		2014046		2014047	55.42
2014048	0.25	2014049	0.23	2014050	54.60	2014051	27.12	2014052	26.32
2014054		2014055	68.97	2014057	56.38	2014058	63.84	2014059	81.66
2014060		2014061	0.00	2014080	0.00	2014081	0.00	2014082	0.00
2014083	0.00	2014084	0.00	2014085	0.00	2014086		2014087	
2014088		2014090	0.07	2014091		2014092		2014093	
2014100	1.30	2014102	0.01	2014103	66.54	2014105	80.84	2014106	80.84

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2014107		2014110	0.44	2014112	0.60	2014116		2014117	
2014118		2014119		2014120		2014121		2014122	10.02
2014124	73.45	2014125	83.16	2014126	80.51	2014127	0.09	2014128	251.35
2014129	111.99	2014130	35.56	2014131	191.15	2014132	182.49	2014134	87.01
2014135	84.55	2014136	61.92	2014137	71.65	2014138	122.08	2014139	10.11
2014142	93.53	2014143	106.83	2014144	0.00	2014145	96.65	2014147	89.05
2014148	68.62	2014150	101.80	2014151	329.48	2014152	95.10	2014155	133.04
2014156	89.42	2014157	36.85	2014158	80.63	2014160	94.51	2014161	184.17
2014162	43.71	2014163	88.88	2014166	14.10	2014168	81.60	2014169	0.13
2014170	99.05	2014173	54.72	2014175	85.22	2014176	2.42	2014177	42.36
2014178		2014180	82.68	2014182	73.67	2014183	62.53	2014184	60.59
2014185	76.15	2014187	80.91	2014188		2014189		2014190	33.99
2014191	44.00	2014192	84.87	2014193	90.23	2014194	21.87	2014196	21.06
2014197	1.01	2014198	47.84	2014199	49.29	2014200		2014201	33.48
2014202	31.66	2014203		2014204	38.67	2014205	93.28	2014206	43.97
2014207	3.83	2014208	0.00	2014209	28.89	2014210	0.00	2014211	0.00
2014212	0.00	2014213	51.14	2014214	62.50	2014218		2014219	51.94
2014220	48.91	2014222	21.49	2014226	0.00	2014227	29.69	2014228	29.69
2014229	4.07	2014230	64.12	2014235	87.99	2014237	103.00	2014238	46.67
2014239	10.69	2014240	62.72	2014241	63.36	2014242	45.66	2014243	52.99
2014244	0.00	2014245	55.25	2014253	0.80	2014255	128.53	2014256	52.39
2014257	37.83	2014258	44.28	2014259	293.82	2014261	27.22	2014262	26.42
2014263	48.27	2014264		2014265		2014266	0.00	2014267	0.00
2014268	0.00	2014270	0.00	2014271	24.73	2014273	0.00	2014274	
2014275	0.00	2014276	13.19	2014278	182.97	2014279	211.64	2014280	79.12

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2014281	164.73	2014282	213.42	2014283	207.57	2014286	58.94	2014287	36.85
2014288	0.00	2014289		2014290	115.30	2014291	27.38	2014292	119.61
2014293	66.82	2014294	97.83	2014296	58.98	2014297	50.82	2014298	90.14
2014299	52.34	2014300	76.91	2014303	44.94	2014305	36.96	2014309	0.00
2014311		2014316		2014318	0.00	2014319	10.22	2014320	0.75
2014326	44.94	2014330	0.00	2014333		2014334	49.02	2014335	34.43
2014336	122.81	2014337	82.68	2014338	16.89	2014341	117.21	2014343	94.65
2014346	26.80	2014347		2014348	57.92	2014351	116.70	2014352	96.55
2014353	62.79	2014355	29.00	2014359	334.95	2014365		2014366	
2014368		2014377		2014382	72.97	2014383	65.99	2014384	1.78
2014385	0.00	2014387	0.74	2014401		2014434	3.04	2014438	
2014445	0.64	2014452		2014453	94.11	2014454	51.26	2014456	63.18
2014457		2014458	117.03	2014459	237.71	2014460	155.39	2014461	8.92
2014466	22.52	2014473		2014474		2014477	47.64	2014478	64.38
2014480	93.68	2014481	34.43	2014483		2014484		2014485	6.63
2014487	1.04	2014488	156.07	2014490	0.00	2014494	15.16	2014495	2.13
2014500	28.14	2014502	35.93	2014503	50.13	2014504	39.34	2014505	0.01
2014506	39.78	2014507	32.38	2014508	44.75	2014509	2.46	2014511	41.67
2014512	0.42	2014520	40.82	2014521	31.56	2014523	21.82	2014524	75.99
2014527	14.82	2014528	65.27	2014530	32.57	2014531	75.50	2014532	76.23
2014535	0.01	2014537	0.19	2014538	70.73	2014543	31.33	2014544	0.29
2014548	66.26	2014549	76.12	2014550	124.61	2014551	147.27	2014552	34.65
2014554	0.13	2014555	79.67	2014556	0.40	2014557	0.24	2014559	13.23
2014560	1.09	2014561	0.59	2014562	0.94	2014563	2.93	2014564	32.71
2014565	18.35	2014566	0.00	2014567	17.60	2014574	88.27	2014575	0.00

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2014576	1.37	2014577	0.22	2014578	1.84	2014579	5.08	2014583	0.09
2014591	0.24	2014593	0.46	2014596	0.17	2014597		2014598	0.10
2014602	0.16	2014603	112.44	2014607	0.31	2014610	3.94	2014612	0.00
2014613	1.00	2014615	0.58	2014619	75.41	2014627	88.57	2014629	87.73
2014630	0.63	2014631	60.46	2014632	67.72	2014633	62.49	2014634	97.72
2014635	0.11	2014639	101.05	2014640	79.12	2014641	89.05	2014642	0.08
2014644	4.30	2014645	50.82	2014654	0.17	2014655	50.73	2014656	0.21
2014658	77.50	2014659	65.32	2014660		2014661		2014662	
2014663		2014664		2014665		2014666	41.01	2014667	41.01
2014671	55.98	2014678		2014684		2014688		2014694	
2014696		2705000	35.87	2705004	0.00	2705006	0.00	2705007	
2705008	77.28	2705010	174.41	2705011	110.99	2705012	282.15	2705014	
2705015	104.84	2705016	94.56	2705017		2705018	228.48	2705019	
2705020		2705021		2705022	103.00	2705039	55.52	2705042	112.57
2705044	21.21	2705045	34.90	2705047	50.24	2705048	61.90	2705049	52.33
2705050	83.22	2705052	47.79	2705053	35.87	2705054		2705055	50.24
2705056	61.90	2705057	53.92	2705058	83.22	2705059	47.79	2705060	34.90
2705061	35.22	2705063		2705065	219.79	2705066	103.00	2705067	
2705068	0.00	2705069		2705070	0.00	2705073		2705074	92.00
2705075	66.03	2705076	67.79	2705077	66.76	2705078	206.51	2705079	112.57
2705080	23.25	2705082	41.57	2705083		2705084	65.71	2705085	88.87
2705086	88.87	2705087	80.53	2705088	80.53	2705089	117.18	2705090	117.18
2705091	0.27	2705092	0.27	2705093	143.76	2705094	143.76	2705095	0.01
2705096	0.01	2705097	122.30	2705098	122.30	2705099	44.08	2705100	82.51
2705101	66.03	2705102	0.00	2705103	0.00	2705104	0.00	2705105	0.00

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2705106	0.00	2705107	0.00	2705108	0.00	2705109	0.00	2705110	8.10
2705111	0.00	2705112	122.66	2705113	0.00	2705114	0.00	2705115	0.00
2705116		2705117		2705118	91.48	2705120	15.46	2705122	78.40
2705124	78.95	2705126		2705127		2705128	78.68	2705129	94.47
2705130	0.02	2705131	94.64	2705132	162.80	2705133	167.60	2705134	142.70
2705135	99.12	2705136	139.99	2705137	44.13	2705138	103.60	2705139	103.50
2705140	103.50	2705141		2705143	0.00	2705147	73.50	2705148	73.50
2705149	0.00	2705150	0.00	2705151	105.50	2705152	151.42	2705153	
2705154	156.33	2705155		2705156	174.41	2705157		2705158	68.37
2705159	68.37	2705160	0.00	2705161	0.00	2705162	0.00	2705163	
2705164	0.00	2705165	54.29	2705166	0.03	2705167	0.00	2705168	0.40
2705169	0.00	2705170	0.00	2705171	0.30	2705172	0.00	2705173	0.40
2705174	0.00	2705175	5.01	2705176	54.56	2705177		2705178	95.26
2705179		2705180	90.93	2705181	90.93	2705182	59.13	2705183	
2705184	0.00	2705185	0.00	2705186		2705188	274.98	2705189	
2705190	97.17	2705191		2705192	127.23	2705193	127.23	2705194	106.42
2705195	106.42	2705196	115.48	2705197	58.44	2705198	70.29	2705199	68.22
2705200	0.06	2705201	0.06	2705202	0.00	2705203	0.01	2705204	0.00
2705205	0.03	2705206	48.93	2705207	53.20	2705208	1.10	2705209	1.10
2705210	0.00	2705211		2705213	94.60	2705214		2705215	74.77
2705216	0.20	2705217	0.00	2705218	0.00	2705221		2705222	113.28
2705223	25.84	2705224	0.00	2705225	0.00	2705227		2705228	303.66
2705229	72.68	2705230	206.39	2705231	160.34	2705232	0.00	2705233	280.58
2705234	426.57	2705235	183.15	2705238	436.64	2705239	11.02	2705240	
2705241	0.00	2705243	0.00	2705244	39.67	2705245	142.92	2705246	

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2705247	0.00	2705248		2705249	107.08	2705250	345.32	2705251	108.23
2705252	18.76	2705253	335.58	2705254	46.03	2705256	229.93	2705257	425.94
2705258	169.88	2705259		2705275	41.45	2705276	243.35	2705282	137.79
2705283	281.05	2705284	238.68	2705285		2705286	0.00	2705287	119.12
2705288		2705289	163.50	2705290	723.61	2705291	160.30	2705292	173.24
2705293	0.00	2705297	130.15	2705298	288.40	2705299	186.60	2705300	187.18
2705301	169.26	2705305	291.73	2705306	0.00	2705307		2705308	11.39
2705309	50.82	2705310		2705311	65.83	2705312	48.80	2705313	96.76
2705314	84.34	2705317		2705318	0.00	2705319	42.09	2705320	
2705321	128.26	2705322		2705323	232.60	2705324	167.25	2705326	73.62
2705327	0.00	2705328	0.00	2705329	122.24	2705330	125.44	2705332	225.19
2705333		2705334	72.04	2705335		2705336	82.37	2705337	213.45
2705338		2705339		2705340	102.04	2705341		2705342	0.00
2705343	100.13	2705344	0.00	2705345		2705346		2705347	
2705348	0.00	2705349		2705350	85.21	2705351	104.48	2705352	
2705353	60.75	2705354	58.96	2705355	36.86	2705356	0.00	2705357	214.14
2705359	0.00	2705360	0.00	2705361	66.42	2705362	75.92	2705363	
2705364	79.33	2705365	72.52	2705366	151.34	2705367	52.62	2705368	69.74
2705369	175.99	2705370	36.86	2705371	81.70	2705372		2705373	0.03
2705374	365.45	2705375		2705376		2705377	65.71	2705378	0.00
2705379	44.13	2705380	0.00	2705381		2705382	50.99	2705383	44.59
2705384		2705385	74.73	2705386	82.08	2705389		2705390	
2705391		2705392	54.56	2705393	77.28	2705394	0.00	2705395	2.38
2705396	94.60	2705397		2705398	18.62	2705399	18.62	2705400	105.50
2705402	117.55	2705403		2705405		2705406	37.96	2705407	37.96

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2705408		2705409	81.71	2705410	82.39	2705411		2705413	0.00
2705414	0.00	2705415	0.00	2705416	74.42	2705417	74.42	2705418	108.00
2705420	42.66	2705421		2705422	84.90	2705423		2705424	
2705425	84.75	2705426	95.32	2705427	0.00	2705428	50.21	2705429	
2705430	109.80	2705431	61.64	2705432	0.00	2705433	0.00	2705434	
2705435		2705436	214.58	2705437		2705438	85.43	2705440	0.00
2705441	106.41	2705442	97.17	2705443	86.31	2705444	81.92	2705445	6.87
2705446		2705447	0.00	2705448		2705449	62.69	2705450	
2705451	68.33	2705452	68.33	2705453	67.42	2705458	0.00	2705459	100.20
2705460	67.59	2705461		2705462	50.36	2705463	72.48	2705464	72.48
2705465	0.00	2705466		2705467	0.01	2705468	53.20	2705469	48.93
2705470	0.00	2705471	0.00	2705472		2705473		2705474	
2705475		2705476		2705478		2705480	114.68	2705481	0.00
2705482	0.00	2705483		2705484	55.61	2705485	126.94	2705486	67.22
2705487	75.94	2705488	68.28	2705489	68.58	2705490	58.10	2705491	46.69
2705492	55.07	2705494	839.70	2705495	72.61	2705496	71.77	2705497	101.63
2705498		2705499		2705500	0.99	2705501	75.48	2705502	73.81
2705503	80.77	2705504	71.77	2705505	91.50	2705506	91.50	2705507	0.00
2705508	84.00	2705509	67.69	2705513	94.52	2705515		2705516	106.90
2705517	147.49	2705519		2705520	99.72	2705522	67.29	2705523	
2705525		2705526	70.47	2705527	70.47	2705528	64.54	2705529	64.54
2705530	72.22	2705531	66.18	2705532		2705533	193.13	2705534	155.18
2705536	62.61	2705537	113.79	2705539	41.35	2705540	50.36	2705541	
2705542	109.80	2705543	168.11	2705544		2705545	81.70	2705546	
2705547	78.26	2705548		2705558	58.96	2705559	104.84	2705565	125.50

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2705566	107.12	2705567	93.37	2705568	0.00	2705569	108.04	2705570	99.96
2705571	108.82	2705572	252.34	2705573	80.76	2705574	78.02	2705575	86.19
2705577		2705578	36.96	2705579	155.18	2705584		2705589	
2705590		2705591		2705593	87.53	2705594		2705644	
2705645	146.14	2705647		2705648		2705649		2705651	44.59
2705659	40.02	2705660		2705668		2705669	86.31	2705670	0.00
2705672	84.68	2705681	103.29	2705709	92.02	2705711	74.77	2705712	29.90
2705713		2705714	5.22	2705715		2705716	117.55	2705717	55.52
2705718		2705719	52.54	2705728		2705733	0.14	2705734	0.00
2705735		2705741	98.22	2705742	0.00	2705743	0.51	2705744	0.00
2705745	232.18	2705747	87.69	2705754	0.00	2705755	0.00	2705756	97.60
2705761	251.13	2705788	41.35	2705790		2705797	70.66	2705798	
2705799	66.76	2705800		2705805	123.66	2705830		2705846	
2705848	0.64	2705850		2705853		2705873	0.00	2705906	
2705907	0.01	2705908	94.16	2705932	0.25	2706008	95.26	2706009	0.05
2706014	0.00	2706015		2706016	82.08	2706017	74.73	2706025	44.78
2706026		2706031		2706042	52.33	2706043		2706044	
2706045		2706046		2706071		2706077	0.14	2706079	
2706114	0.00	2706115		2706116	203.76	2706118	59.83	2706127	186.11
2706128	81.92	2706133	200.27	2706134	59.13	2706135	90.74	2706136	40.02
2706141		2706142	67.42	2706143	132.61	2706144	0.00	2706145	82.37
2706146	99.61	2706147	41.57	2706148		2706150	78.00	2706151	0.00
2706152	132.58	2706153	0.42	2706154	126.94	2706155	67.50	2706156	67.50
2706157	85.88	2706159	0.00	2706160	124.40	2706164	67.22	2706165	86.19
2706166	80.77	2706167	71.77	2706168	73.81	2706169	75.48	2706170	67.29

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2706171	75.94	2706172	68.28	2706173	68.58	2706174	0.90	2706175	236.31
2706176		2706177	81.71	2706178	82.39	2706179	108.00	2706183	0.41
2706184	72.61	2706185	110.42	2706186	80.76	2706187	71.77	2706188	104.23
2706189	62.61	2706190	101.63	2706191	76.29	2706192	87.77	2706193	130.00
2706194		2706195	0.00	2706196		2706197	21.53	2706198	21.53
2706199	71.05	2706200	71.05	2706201	90.70	2706202	90.70	2706203	68.47
2706204	68.47	2706206	98.22	2706207	91.26	2706208	95.76	2706209	
2706212	157.49	2706213	78.68	2706214	187.50	2706216	116.79	2706217	84.68
2706218	0.00	2706222	62.69	2706223	25.84	2706224	87.53	2706225	0.99
2706226		2706227	84.00	2706228	92.00	2706229	0.00	2706232	66.18
2706233	67.69	2706234	72.22	2706235	266.29	2706236	303.27	2706237	0.00
2706239	0.00	2706240	99.96	2706241	125.50	2706243	142.98	2706244	100.13
2706246		2706247		2706248	85.21	2706249	109.77	2706250	104.48
2706251	102.04	2706253		2706254	155.15	2706255	118.17	2706256	202.85
2706257	97.27	2706258	0.00	2706259	94.64	2706260	58.75	2706261	182.17
2706262	207.96	2706263	90.74	2706264	50.99	2706265	75.61	2706266	0.00
2706267	0.00	2706268	0.00	2706269	0.00	2706270	84.90	2706271	70.66
2706272	205.44	2706273	44.59	2706276	52.54	2706277	87.69	2706279	107.26
2706280	0.00	2706281	0.00	2706282	0.00	2706284	122.66	2706285	0.00
2706286	67.59	2706287	0.00	2706288	0.01	2706289	0.00	2706290	67.79
2706295	3.00	2706296	100.20	2706297	0.00	2706298	97.60	2706322	161.36
2706323		2706324	58.75	2706325	104.23	2706331	49.24	2706332	106.90
2706339	105.05	2706340	119.03	2706341	96.76	2706342	107.12	2706343	68.22
2706344		2706345	44.59	2706346		2706347	25.01	2706348	77.44
2706350	123.66	2706351	59.83	2706352	72.04	2706354		2706355	93.37

WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>	WDID	<u>acft 2025</u>
2706356	108.04	2706357		2706358	78.40	2706359	99.72	2706360	
2706366	95.76	3505052	1.81	3505053	0.00	3505620	3.24		

3624 Total Number of Wells

Notes:

7 wells were contracted into Subdistrict No. 1 in 2025/2026.

8 wells were added to 2025 Subdistrict Well List in 2026.

1 well should have been on the 2025 ARP Well List, so it was added to the 2026 Subdistrict Well List

1 wells from 2025 Subdistrict Well List was removed from the List in 2026.

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	
				2008192	NPA	
				Susie Nickel	2008188	NPA
					2008189	NPA
					2008190	NPA
2008191	NPA					
2008192	NPA					
89CW0045	Augmentation Plan	MV Pro Credit Assoc	Schulz	2006555	A	
				2006633	Y	
				2008240	A	
96CW0005	Augmentation Plan	Kirkpatrick	Kirkpatrick	2008241	A	
				2013719	Y	
				2013720	Y	
				2013721	Y	
				2013722	Y	
99CW0009	Augmentation Plan	Off Ranches	Grand Slam	2009876	Y	
				2013756	Y	
99CW0025	Augmentation Plan	Bradley	Beiriger Properties LLC	2010235	NPA	
				2013884	NPA	
W-3847	Alt. Point of Diversion	Seger	Gary Seger	2005398	Y	
				2005399	Y	
96CW0038	Augmentation Plan	Crites		2013777	NPA	
*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				

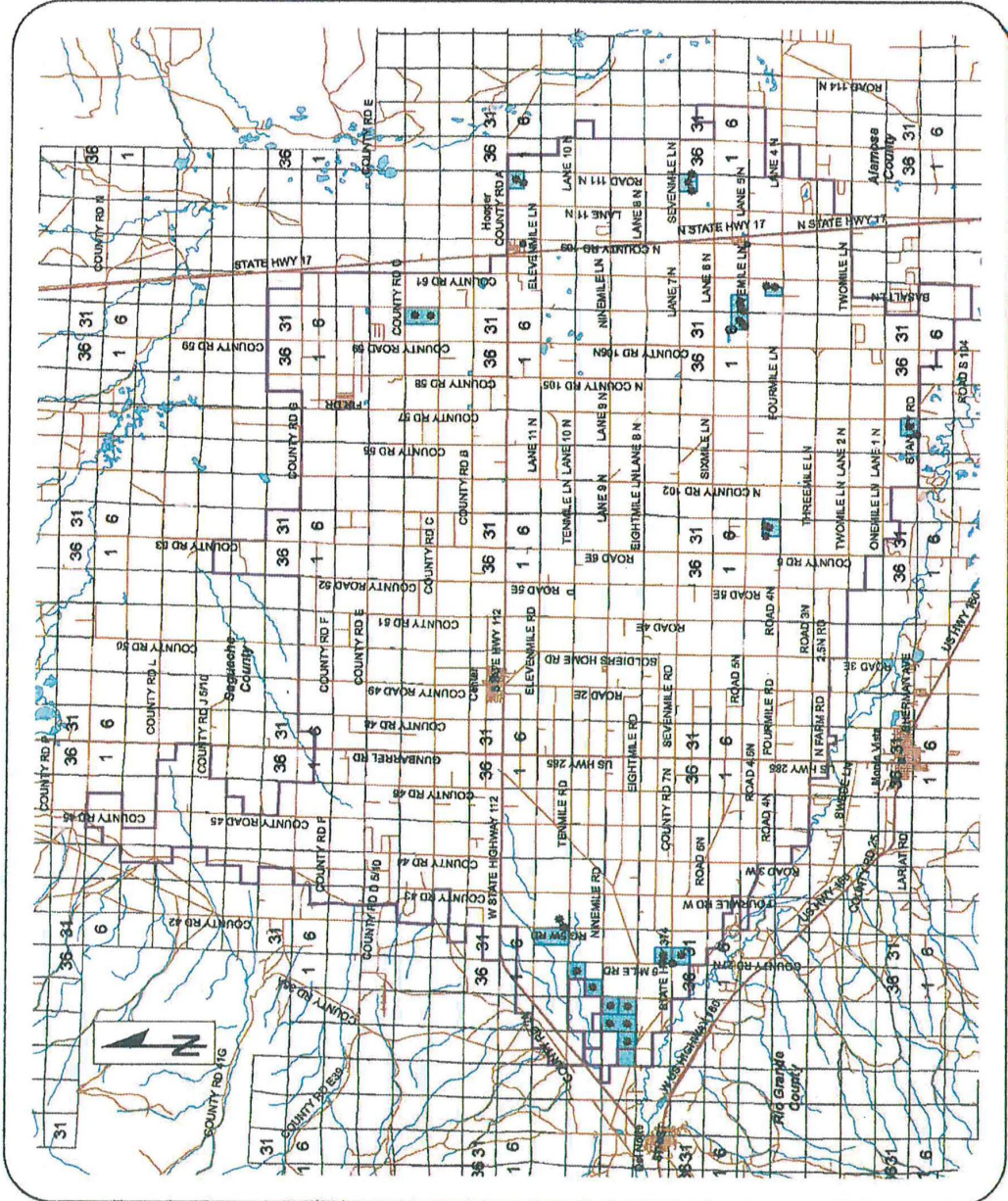
SPECIAL SUBDISTRICT NO. 1

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 NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 19, T41N, R10E, N.M.P.M. The decree authorized the applicants to construct two wells, Beard Irrigation Wells No. 2 and 3, into the unconfined aquifer to withdraw the water recharged for the irrigation of the described lands.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case No. 99CW25, Application of James Bradley

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case No. 89CW45, Application of Monte Vista PCA

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

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

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

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

Case No. 96CW5, Application of George Kirkpatrick

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

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

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

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

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

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

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

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

Case No. W-3847, Application of Gary Seger

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

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

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

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

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

11.0 HYDRAULIC DIVIDE

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

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

RIO GRANDE COMPACT TEN DAY REPORT

PRELIMINARY DATA

DATE: April 2, 2026

Period Ending: April 1, 2026

CONEJOS RIVER

CBP Allocation: 40%

(Units in Thousands of Acre-Feet)

Projected Annual Index: 110,000

Obligation: 4,000

% of Index: 4%

CONEJOS INDEX SUPPLY								ADJUSTED DELIVERIES	
MONTH	MEASURED FLOW			PLATORO SUPPLY				Conejos River at Mouths near La Sauses*	Accum. Total
	Conejos at Mogote	Los Pinos near Ortiz	San Antonio at Ortiz	Storage End of Month	Change in Storage	Supply in Month	Accum. Total		
JAN	3.5	-----	-----	23.6		3.5	3.5	5.0	5.0
FEB	4.3	-----	-----	23.7	0.1	4.4	7.9	4.2	9.2
MAR	15.3	-----	-----	23.9	0.2	15.5	23.4	4.7	13.9
Annual Credit									
APR-SEP	0.0	0.0	0.0		0.0	0.0			
TOTAL	23.1	0.0	0.0			23.4		13.9	

* Deliveries Include: Adjusted Closed Basin Project Production

754 Acre-Feet.

Delivery Target	(% of Index)	Estimated Curtailment of Ditches	(% of Index)
January 1 - March 15	100%	January 1 - March 15	100%
March 16 -	0%	March 16 -	0%

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

RIO GRANDE BASIN

April - September Index		<u>Index Supply</u>	
Flows =	172,000		
		January	12,000 *
		February	11,600 *
		March	30,100 *
J-M & O-D volume	98,000	April - September	172,000 Forecast
		October	20,000 estimate
		November - December	24,300 estimate
		Total	270,000

Obligation =	69,000	<u>Deliveries</u>	
		January	13,200 *
		February	12,200 *
		March	15,800 *
Curtailment	0.0%	April - October	- needed
		Nov - Dec native	25,000 estimate
		Total	66,200

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

Delivery Credit 76,000

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

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

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

CONEJOS RIVER BASIN

April - September Index		<u>Index Supply</u>	
Flows =	75,500		
Conejos =	59,000	January	3,500 *
Los Pinos =	14,000	February	4,300 *
San Ant. =	2,500	March	15,300 *
		April - September	75,500 Forecast
J-M & O-D volume	34,500	October	4,900 estimate
		November - December	6,500 estimate
Obligation =	4,000	Total	110,000

		<u>Deliveries</u>	
Curtailment	0.0%	January	5,000 *
		February	4,200 *
		March	4,700 *
		April - October	- needed
		Nov - Dec native	7,000 estimate
		Total	20,900

Adjustments to the Delivery	Net Carryover Credit in E.B. Paper Credit	1,000 estimate
	SC Norton Drain Flow	5,000
	Remaining CBP Share	2,000 estimate
		1,600 *

Delivery Credit 30,500

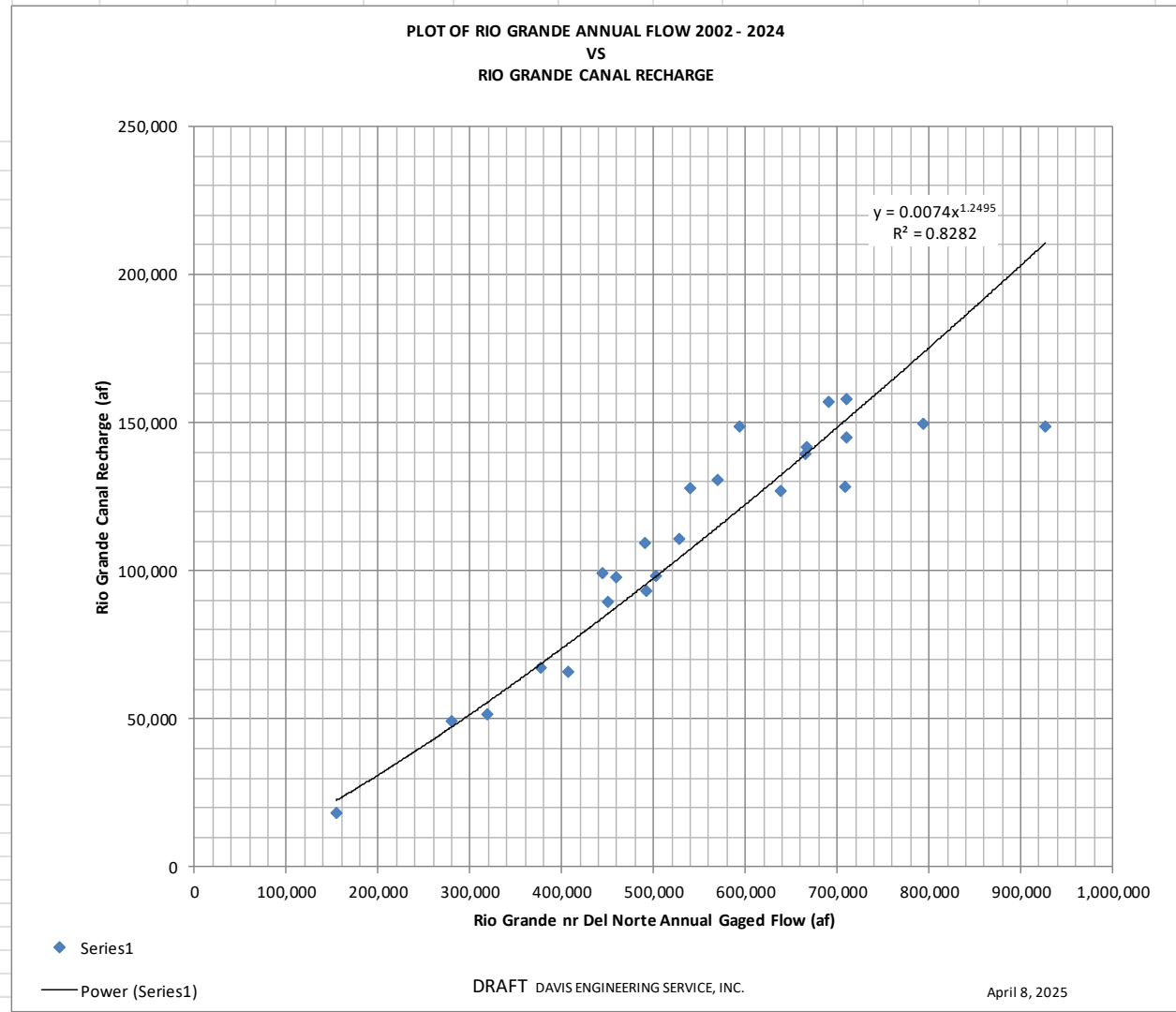
Expected Dec. 31, 2026 Compact Delivery Status 26,500

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 40% of the Closed Basin Project flows are creditable to the Conejos (Projected delivery of creditable CBP production to the Rio Grande is 6,500 acre-feet)

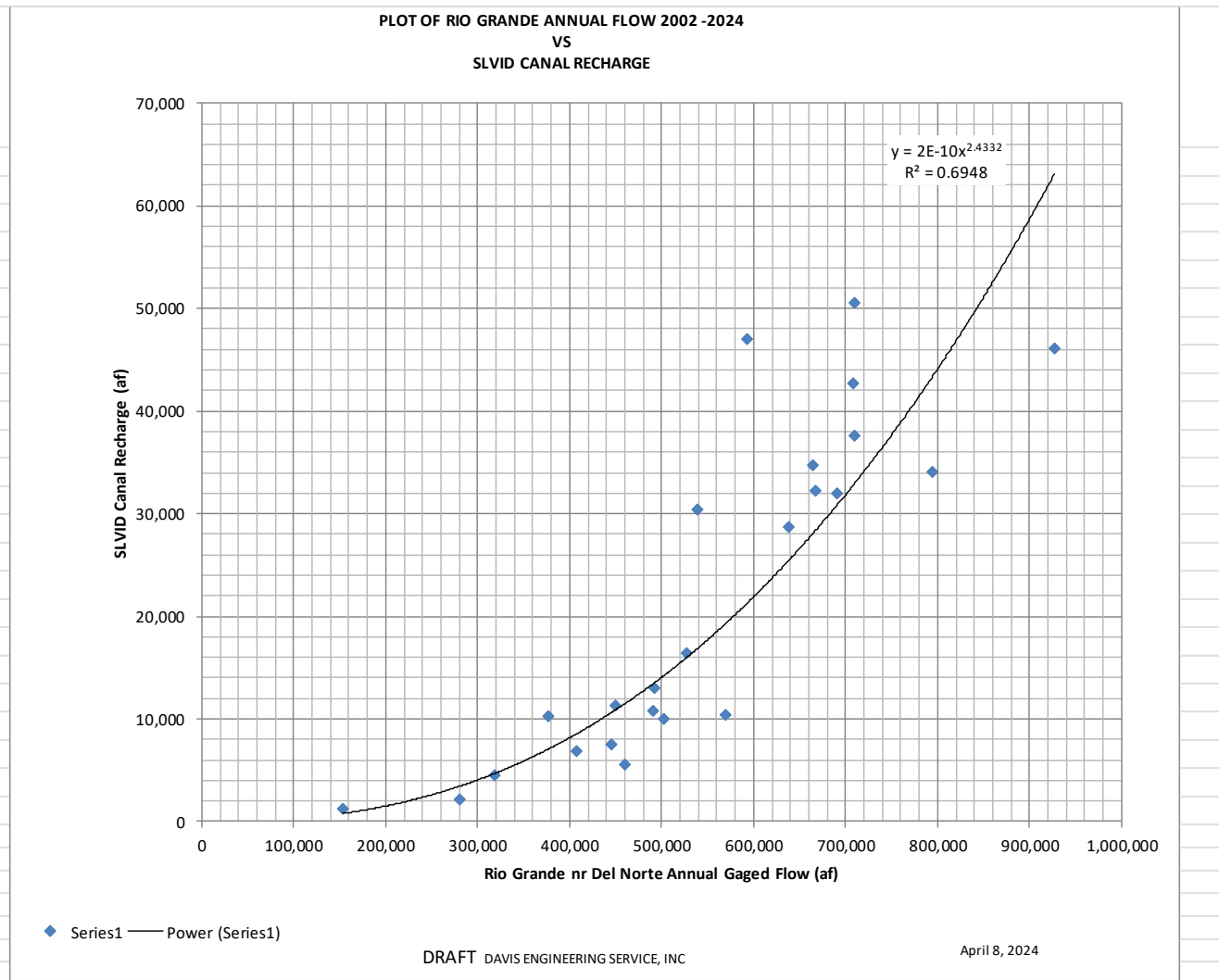
APPENDIX D

Projected Recharge Credits

Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Rio Grande Canal (af)
2002	154156	18259
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
2023	708100	128191
2024	491300	109426
2025	492800	93093

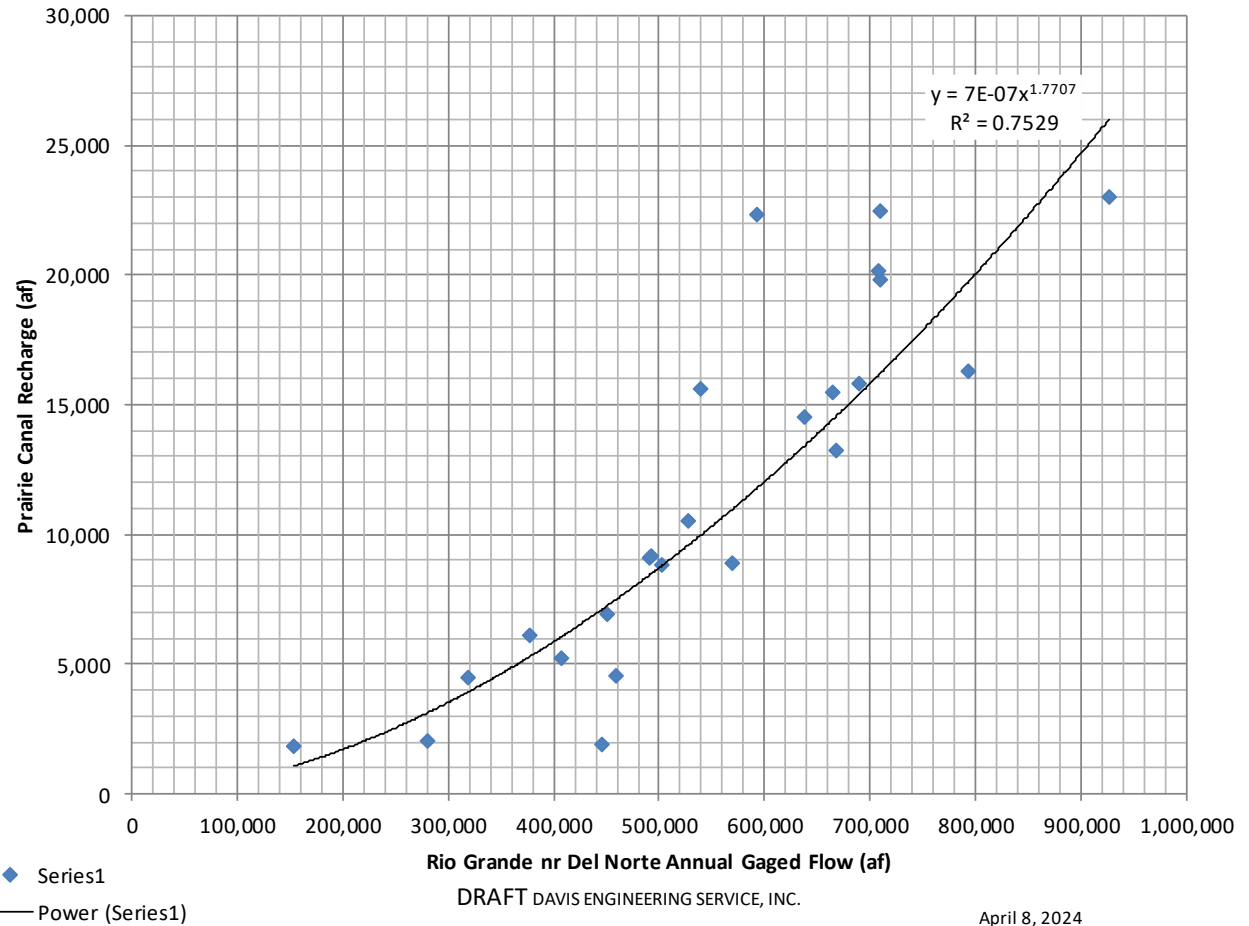


Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for SLVID Canal (af)
2002	154156	1283
2003	319207	4572
2004	527758	16361
2005	793751	34096
2006	570183	10410
2007	710158	50568
2008	710073	37626
2009	593074	47075
2010	539367	30359
2011	502740	10042
2012	406900	6810
2013	459700	5518
2014	638700	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
2023	708100	42670
2024	491300	10730
2025	492800	12965

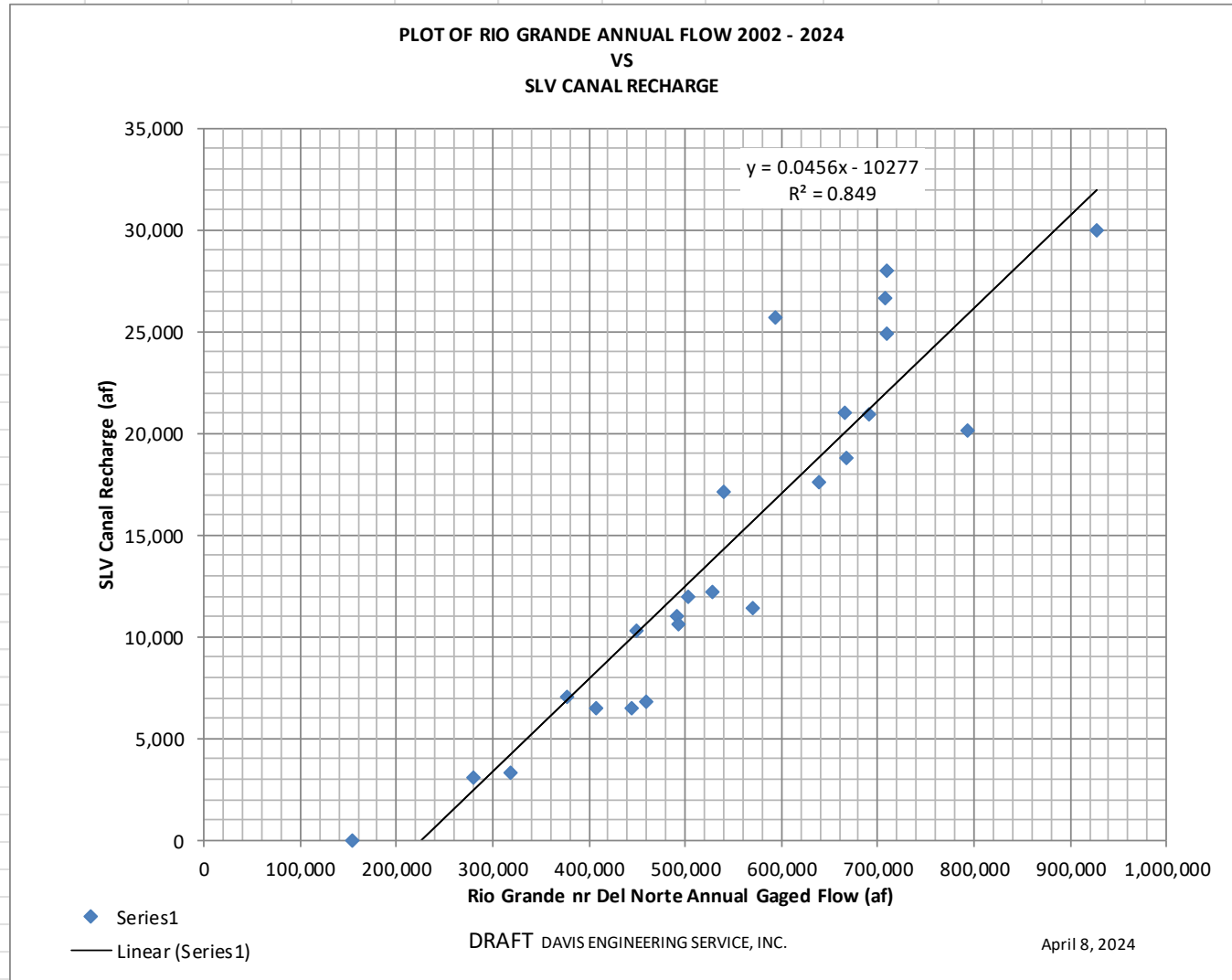


Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Prairie Ditch (af)
2002	154156	1,806
2003	319207	4,515
2004	527758	10,505
2005	793751	16,303
2006	570183	8,910
2007	710158	22,436
2008	710073	19,804
2009	593074	22,325
2010	539367	15,635
2011	502740	8,820
2012	406900	5,262
2013	459700	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
2023	708100	20,140
2024	491300	9,120
2025	492800	9,189

**PLOT OF RIO GRANDE ANNUAL FLOW 2002 - 2024
VS
PRAIRIE DITCH RECHARGE**



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
2023	708100	26,644
2024	491300	11,033
2025	492800	10,606



APPENDIX E

Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares

Allocated to Fields on Subdistrict No. 1 2025 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	5	shares
2000631	FARMERS UNION CNL	60,855.481	acres
2000699	KANE CALLAN D	24	cfs priority
2000736	MCDONALD D	7.4	shares
2000798	PRAIRIE D	6.999	D&L
2000798	PRAIRIE D	1.6	McD
2000798	PRAIRIE D	245.8	shares
2000812	RIO GRANDE CNL	918.4	in SpW
2000812	RIO GRANDE CNL	6,727.73	shares
2000812	RIO GRANDE CNL	4,758	SM
2000814	RIO GRANDE D 2	3	cfs priority
2000829	SAN LUIS VALLEY CNL	11,137.27	shares
2000833	SCHUCH SCHMIDT D	4.4	cfs priority
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
2700543	ROCKY HILL SEPG OVFL D	1	cfs priority
2700545	SHOWN D	13.08	cfs priority
2700551	WHITE D	17.9	cfs priority
2700553	WILSON D NO 4	2.08	cfs priority
2700684	LA MAGOTE D NO 2	3.64	cfs priority
2700714	MCLEOD D NO 4 & 5	3.12	cfs priority

APPENDIX F (1)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

B. Limitations on Use of Leased Water.

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

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

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

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

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

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

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

CPW:

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

SUBDISTRICT NO. 1:

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

7. General Provisions.

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

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

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

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

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

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

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

By: Thomas J. 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

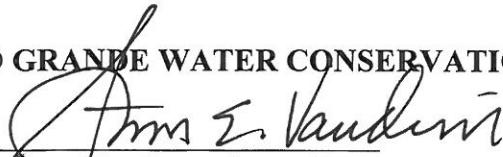
Date: 4-8-13

By: [Signature]

Date: 4/10/13

*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

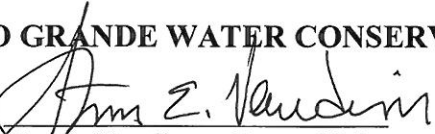
Date: 3-19-14

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.

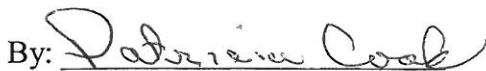
- O. **Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included 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: 

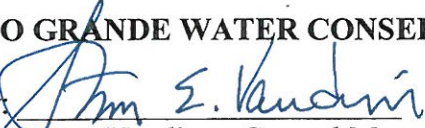
Date: March 18, 2015

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

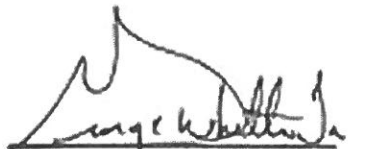
The Ralph Vernon Rominger Estate is the owner of 10 acre-feet of Williams Creek-Squaw Pass Transmountain Diversion water that is stored in Rio Grande Reservoir. The Personal Representative for the Estate has offered this previously stored water for sale to the Rio Grande Water Conservation District for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

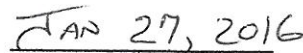
Agreement to Purchase Transmountain Diversion Water


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

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

BILL TO

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

TERMS

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

Total \$26,742.50

Rio Grande Water Conservation District

1492

San Luis Valley Irrigation District

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

PAYMENT
RECORD

Alamosa State Bank-

49,582.50

●
12/1/86 (2/1/12)



●
REV 11

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

Invoice

DATE	INVOICE #
2/19/2013	S2013-05

BILL TO

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

TERMS

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

Total \$24,582.50

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



BILL OF SALE


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

The Water Sold consists of:

	<u>Acre-Feet</u>
• Transmountain Water - Not through a Change Case (Weaver Water)	197.14
• Transmountain Water – Augmentation Water - Decree 84CW16	151.43
• Transmountain Water – Augmentation Water - Decree 94CW62	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: *Michael H. Eide* Dated: April 9, 2015

BUYER: Signed: *Tom E. Vandim* 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.

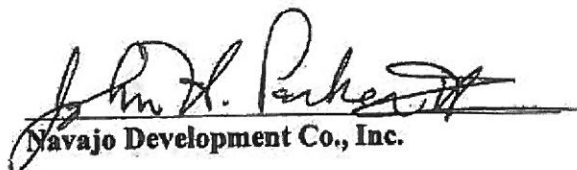
- 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part 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.

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: 

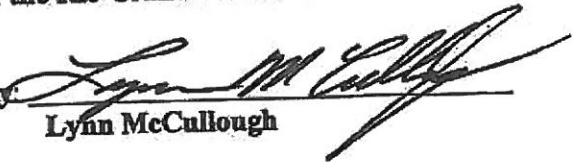
 George Whitten

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)



9xv211

APPENDIX F (10)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller:

John V. Pacheco
Navajo Development Co., Inc.

July 4, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

7/22/13
Date

Title: President
President

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell

7/23/13
Date

Title: President
President

APPENDIX F (11)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

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

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

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

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

To RGWCD: Steve Vandiver

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

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

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

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

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

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

Seller:

John W. Pacheco
Navajo Development Co., Inc.

July 6, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

7/22/13
Date

Title: President
President

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell

7/23/13
Date

Title: President
President

APPENDIX F (12)

Documentation of Water Purchases

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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


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

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

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

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

Seller:



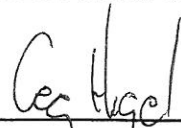
Navajo Development Co., Inc.

12/19/14

Date

ACCEPTED:

Rio Grande Water Conservation District

By: 

Greg Higel
Title: President

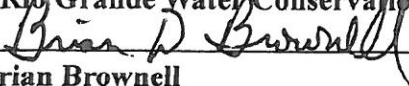
President

12/22/14

Date

Acknowledgement:

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

By: 

Brian Brownell
Title: Pres

President

12/23/14

Date

APPENDIX F (13)
Documentation of Water Purchases

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

Alamosa, CO 81101
Email: steve@rgwcd.org

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

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

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

Seller:

John H. Parhest
Navajo Development Co., Inc.

Date 2/4/16

ACCEPTED:

Rio Grande Water Conservation District

By: Greg Higel
Greg Higel
Title: President
President

Date 2/2/16

Acknowledgement:

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

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

Date 2/3/16

APPENDIX F (14)
Documentation of Water Purchases

RECEIVED
04/13/2022
Water Resources
State Engineer
COLO

Substitute Water Supply Plan Application, Mammoth Land Holdings, LLC
Water Division 3, Saguache County
ref. SWSP ID 6164

10020566

1. Introduction.

Mammoth Land Holdings, LLC requests approval of a substitute water supply plan pursuant to C.R.S. § 37-92-308(5). This plan is intended to change the place of use of W-1037 Well No. 2 (WDID 2605001) as previously approved in SWSP 6164, and to replace the groundwater depletions caused by pumping the Well, which is enrolled in Subdistrict 5, in the event that no annual replacement plan for Subdistrict No. 5 is approved for 2022.

2. Change of Place of Use.

Mammoth Land Holdings, LLC owns the following groundwater rights:

Case No. W-1037 Well No. 2

WDID	2605001
Well Permit	82958-F
Decree	W-1037
Adjudication Date	Application filed June 5, 1972.
Location	NW1/4NE1/4, Section 3, T 43.0 N, R 8.0 E, NMPM; 405341E, 4207897N, NAD83
Appropriation Dates and Amounts	2700 gpm: 1300 gpm with January 21, 1953 appropriation date, 1400 gpm with December 31, 1954 appropriation date.
Decreed Source	Confined aquifer. Based on information provided by the Division 3 office, the well is dually completed in the unconfined and confined aquifers.
Decreed Use	Irrigation
Place of Use	The decree in Case No. W-1037 was silent as to the number or location of irrigated acres. The original registration for Well No. 2 (12859-R) claims flood irrigation use on lots 3-4-5-8, the N1/2SW1/4, and the SE1/4 of Section 2, Township 43N, Range 8E. The original registration was cancelled on February 19, 2019, and the well was re-permitted as permit no. 82958-F, with a limitation of use on 101.13 acres in lots 3, 4, 5 and 8 of Section 2.
Volumetric Limit	Permit no. 82958-F imposed a pumping limit of 303.39 AFY

In this SWSP (renewal of SWSP ID 6164), the Applicant seeks approval to use W-1037 Well No. 2 for the irrigation of up to 101.13 acres in Lots 3, 4, 5, and 8, the N1/2SW1/4, and the SE1/4 of Section 2; and Lots 1, 2, and 6 of Section 3, T43N, R8E, N.M.RM. The entire proposed place of use is within the place of use stated on the original well registration statement or is adjacent land that is between the location of the well and the place of use stated on the original well registration statement. The proposed place of use is illustrated on **Exhibit 1**. Injury will be prevented by imposing a volumetric pumping limit that will be no greater than 92.811 acre-feet, which will cause Applicant's average pumping over the three years of SWSP operations to be no greater than the 107 acre-feet per year limit included in the original SWSP approval.

3. Replacement of Groundwater Depletions.

a. Summary of Plan.

The Applicant proposes to offset groundwater withdrawals by the Well with recharge attributable to fully consumable water in a volume that is equivalent to the 2022 yield of 60 shares of water in the Santa Maria Reservoir Company, such that net groundwater consumptive use is zero, and there are no out of priority stream depletions caused by the pumping of the Well in 2022.

b. Depletions.

Mammoth Land Holdings intends to pump Case No. W-1037 Well No. 2 to irrigate cannabis at the changed place of use described above through a high efficiency irrigation system which, for the purpose of this SWSP, will be assumed to be 100% consumptive. Mammoth Land Holdings will limit its diversions and consumptive use to the volume of Available Recharge Water (described in section 3.c, below). Diversions will be measured and reported on the time interval required by the Division Engineer's Office.

The current well permit (Permit No. 82958-F) imposes a pumping limit of 303.39 acre-feet per year. The original approval of this SWSP (2020) imposed a further limitation of 107 acre-feet per year. The Well exceeded the limit in 2020 (with deemed pumping of 144.76 acre-feet, see 2021 SWSP Approval), resulting in a further limitation of 69.24 acre-feet in the 2021 approval to bring the two-year average back to 107 acre-feet. While Mammoth Land Holdings significantly reduced its withdrawals in 2021, measured withdrawals for 2021 were 83.429 acre-feet, which is 14.189 acre-feet more than was approved for the 2021 SWSP. Importantly, the 2020 and 2021 SWSPs were only for a change of place of use. They did not include the replacement of depletions through groundwater recharge or replacement of stream depletions. Because the Subdistrict 5 ARP was on appeal in 2021, out of priority depletions from this well were not required to be remedied in 2021. Nevertheless, in order to cause the recent average annual withdrawals to come into conformance with the 107 acre-feet per year limit in the original approval, pumping in 2022 shall be limited to the lesser of (1) Available Recharge Water; and (2) 92.811 acre-feet. $[(144.76 + 83.429 + 92.811) / 3 = 107.]$

c. Substitute Supply.

Mammoth Acquisitions, LLC, an affiliate of Mammoth Land Holdings, LLC, has the right to use the yield of 60 shares in the Santa Maria Reservoir Company in 2022, derived from the following agreements: (1) Agreement with Marlin Martin acknowledging Mammoth Acquisitions' right to use 35 shares that Mammoth has contracted to purchase from Marlin Martin; (2) Agreement with Gerhard and Lawanda Dirks to trade in 2022 a portion of Mammoth Acquisitions' Rio Grande Canal water for the yield from 15 shares in SMRC; and (3) Agreement with Cyril J. Weiss to trade in 2022 a portion of Mammoth Acquisitions' Rio Grande Canal water for the yield from 10 shares in SMRC. These Agreement are attached as **Exhibits 2-4**.¹

The SMRC shares owned by Weis and Dirks have been included in SWSP applications for 2022 (IDs 7277 and 8287 respectively). Weis and Dirks will use portions of Mammoth

¹ See the 2022 SWSP application of Mammoth Acquisitions, LLC (SWSP ID 7266), for similar discussion of the 60 shares, and noting that "may trade all or a part of the SMRC water that it is entitled to use in 2022 to one or more other water users in exchange for other fully consumable water." This application involves such a trade.

Acquisitions' Rio Grande Canal water in their plans, in lieu of their SMRC water. The Applicant requests that a terms and condition be added to the approvals of SWSPs 7277 and 8287, recognizing that Mammoth Acquisitions' recharged Rio Grande Canal water may be delivered to the respective recharge facilities listed in those plans and used in those plans in the same manner as recharged SMRC water.

A term and condition may be added to this plan and SWSPs 7266, 7277, and 8287 requiring accounting that shows (i) total SMRC deliveries, (ii) total Rio Grande Canal deliveries, (iii) the allocation of SMRC deliveries to each of Applicant and any other party; and (iv) the allocation of Rio Grande Canal deliveries to each party, to ensure that the SMRC water and Rio Grande Canal water deliveries are not double counted.

The Subdistrict No. 1 Board of Managers has approved a trade of fully consumable transmountain water that it has the right to use in exchange for the consumable yield of the 60 shares of SMRC water that Mammoth Acquisitions has the right to use.² The various sources of transmountain water that may be traded will be those included in Subdistrict No. 1's Annual Replacement plan, and are expected to include:

- Williams Creek Squaw Pass
- Tabor Ditch No. 2
- Tabor Ditch No. 2 Enlargement
- Piedra River Transmountain Diversion Water Rights
- Pine River Weminuche Pass
- Treasure Pass

The initial determination of yield of SMRC shares in 2022 is 0.85 acre-feet per share. The yield of SMRC shares is reduced by 3.3% to account for historical accretions to the Rio Grande. *See* 13CW3002, ¶ 165. Therefore, the expected yield of the 60 shares in storage is 49.317 acre-feet [60 x 0.85 x (1-3.3%)], and Applicant expects to have 49.317 acre-feet of fully consumable transmountain water available for release from storage. A 10% transit loss is expected to be assessed for delivery to the headgate of the Rio Grande Canal. *See* 13CW3002, ¶ 42. Therefore, Applicant expects to have 44.385 acre-feet of fully consumable transmountain water available for diversion at the headgate of the Rio Grande Canal.

Pursuant to a tentative agreement with Rio Grande Canal Water Users Association,³ Applicant will utilize a portion of Mammoth Acquisitions' Rio Grande Canal shares to cover the 10% ditch loss assessed by the Rio Grande Canal Water Users Association. *See* 13CW3002, ¶ 42. Therefore, the total amount of fully consumable transmountain water available for recharge is anticipated to be 44.385 acre-feet.

The exact amount of water available for recharge will be determined by the final yield of SMRC shares available to Applicant, and will be determined as follows:

$$60 \text{ Shares} \times \text{Yield per Share determined by SMRC} \times (1-3.3\%) \times 0.9$$

The fully consumable water will be recharged using the existing recharge facility on Mammoth Acquisitions' land in the NE1/4 SE1/4, Section 1, T43N, R7E, NMPM, depicted on Exhibit 5. The recharge facility can be enlarged or a second recharge facility can be constructed

² Applicant will provide written confirmation of this agreement to the SEO/DEO upon receipt.

³ Applicant will provide written confirmation of this agreement to the SEO/DEO upon receipt.

on adjacent land if necessary. The fully consumable water delivered to and recharged through the recharge facility is referred to herein as “Available Recharge Water.”

4. Proposed Terms and Conditions. Applicant proposes the following terms and conditions:

a. The approval period of this SWSP is the 2022 irrigation season. The Division Engineer has the authority to adjust the irrigation season dates based on local conditions as allowed by State Engineer’s Policy 2010-1. Should an additional SWSP be requested, the provisions of C.R.S. § 37-92-308(5)(b) shall apply. Any request for a renewal of this SWSP must be submitted to this office no later than _____. Any such renewal SWSP request must include evidence that the Applicant has given notice of the SWSP request to the Program Manager of any Subdistrict in which the subject well is a participant in the respective ARP for 2023.

b. This is the third year of approval of the SWSP 6164 with respect to the change in place of use of Case No. W-1037 Well No. 2.

c. Approval is contingent upon receipt of written confirmation of the Subdistrict No. 1, SMRC, and RGCWUA agreements referenced in the Application.

d. Approval of this SWSP is for the well, uses of water, and sources of substitute supply stated herein. Any additional diversion structures, additional uses of water, or additional sources of substitute supply will be allowed only if a new SWSP is approved.

e. The exact amount of water available for recharge will be determined by the final yield of SMRC shares available to Applicant, and will be determined as follows:

$$60 \text{ Shares} \times \text{Yield per Share determined by SMRC} \times (1-3.3\%) \times 0.9$$

f. The Available Recharge Water will be the quantity of water available for recharge that is actually delivered into the recharge facility.

g. The approved recharge location under this SWSP is the recharge pit located in the NE1/4 SE1/4, Section 1, T43N, R7E, NMPM.

h. Mammoth Land Holdings will limit its diversions and consumptive use (well permit no. 82958-F; Case No. W-1037 Well No. 2) to the lesser of (i) the volume of Available Recharge Water; and (ii) 92.811 acre-feet. Use of the well shall be limited to irrigation of up to 101.13 acres on the in Sections 2 and 3, T43N, R8E, N.M.RM. illustrated on Exhibit 1 to the SWSP request.

i. At no time can this recharge plan operate at a deficit. Recharge credit must be obtained before being pumped out. The Applicant shall install and maintain such measuring devices as required by the Division Engineer for operation of this SWSP including but not limited to a measurement flume into the recharge pit. The measuring devices shall be certified according to the Rules Governing the Measurement of Groundwater Diversions in the Rio Grande Basin as promulgated in case no. 05CW12 and any amendments thereto.

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

k. The Applicant is relying on historical use of a confined aquifer irrigation well (Case No. W-1037 Well No. 2) to support the changed use of that well under this plan. The depletions resulting from the use of the well under this SWSP will not exceed those depletions created from the historical use of the well.

l. The subject Well is located in the Saguache Response Area of the RGDSS Groundwater Model, is currently listed as a participating structure in Subdistrict No. 5, and can continue as a participant if and when the Subdistrict No. 5 ARP is approved. It is the Applicant's responsibility to notify the Division Engineer of whether they are operating under this SWSP or under the Subdistrict No. 5 ARP. If the owner wishes to terminate this SWSP prior to the end of its approval period, end meter readings must be submitted to properly account for what diversions are made under each respective plan.

m. The Applicant shall provide accounting of water delivered to recharge and pumped from the Well on a monthly basis. The accounting must be e-mailed to Kevin.Boyle@state.co.us and William.Redden@state.co.us within 10 days after the end of the month for which the accounting applies.

n. Applicant's accounting shall also show (i) total water allocated to the 60 SMRC shares and traded to Subdistrict No. 1, (ii) total fully consumable water traded to Mammoth Acquisitions and assigned to Applicant; (iii) total Rio Grande Canal allocation to Mammoth Acquisitions and amount of Rio Grande Canal water dedicated to covering ditch loss for the fully consumable transmountain water; (iv) quantity of Mammoth Acquisitions' Rio Grande Canal water leased to Dirks and Weis; (v) SMRC water allocated to Dirks, Weis, and Mammoth Acquisitions SWSPs (zero).

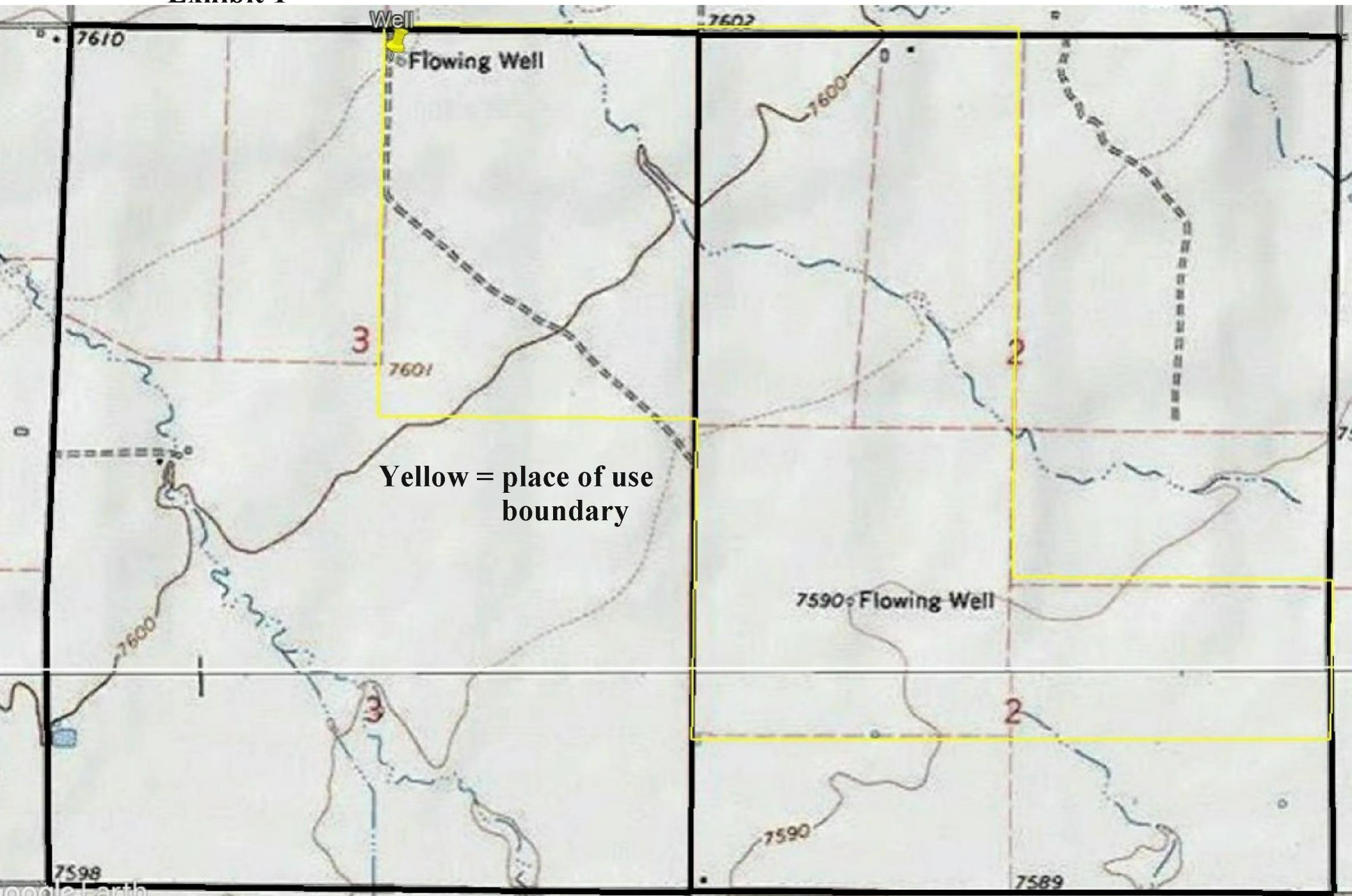
o. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. An initial reading of each well meter must be provided with the accounting.

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

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

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

Exhibit 1



WATER USE AGREEMENT

Exhibit 2

THIS AGREEMENT is entered into this 12th day April 2022, between Cyril J. Weis (“SMRC Owner”), whose address is 47073 County Road T, Saguache, CO and Mammoth Acquisitions, LLC, a Colorado limited liability company (“Mammoth”), whose address is 845 Navajo Street, Denver, CO 80204, CO.

RECITALS

- A. The SMRC Owner owns shares in the Santa Maria Reservoir Company (SMRC).
- B. Mammoth owns shares in the Rio Grande Canal Water Users Association (RGCWUA).
- C. Mammoth desires to receive a quantity of water attributable to SMRC Owner’s shares in the Santa Maria Reservoir Company, and in return provide to SMRC Owner a quantity of water attributable to Mammoth’s shares in the RGCWUA.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of SMRC Water. Mammoth shall lease from the SMRC Owner, and the SMRC Owner shall lease to Mammoth, the entire yield that SMRC Owner receives from 10 shares of SMRC stock during the 2021-2022 water year.
2. Provision of RGCWUA Water. Mammoth shall lease to SMRC Owner, and SMRC Owner shall lease from Mammoth, water to which Mammoth is entitled by virtue of ownership of shares in the RGCWUA during the 2021-2022 water year, in a quantity that is two times the amount of water (in acre-feet) that Mammoth receives pursuant to paragraph 1, above.
3. Term. This Water Use Agreement contemplates a one-time transfer of SMRC water to Mammoth, and a one-time transfer of RGCWUA water to SMRC Owner during the 2022 irrigation season.
4. Location of Delivery of Water. The SMRC water will be delivered to Mammoth’s recharge facility in the NE1/4SE1/4, Section 1, T43N, R7E, NMPM. The Rio Grande Canal water will be delivered to any recharge facility listed in SMRC Owner’s submitted SWSP application for 2022.
5. Mammoth SWSP. Mammoth will submit an SWSP application that discloses the existence of this Agreement, references SMRC Owner’s pending application, and proposes that a term and condition be added to Mammoth’s SWSP approval and SMRC Owner’s SWSP approval recognizing that: (1) SMRC Owner’s SMRC water may be used in Mammoth’s SWSP; (2) Mammoth’s RGC water may be used in SMRC Owner’s SWSP; and (3) accounting will be provided that shows (i) total SMRC deliveries, (ii) total RGC deliveries, (iii) the allocation of SMRC deliveries to SMRC Owner and Mammoth, and (iv) the allocation of RGC deliveries to SMRC Owner and Mammoth, to ensure that the SMRC water and RGC water deliveries are not double-counted.
6. Further Assurances. The Parties shall cooperate with one another as necessary and communicate with the RGCWUA and SMRC to effectuate the terms of this Agreement and to coordinate the timing of delivery of the water to each respective party.

7. **Breach; Remedies.** If any obligation created by this Lease is not performed by either party and such breach is not cured in a reasonable amount of time, then the non-defaulting party shall have the right to terminate this Agreement and be excused from performance hereunder.

8. **Execution.** The parties agree to accept facsimile signatures. This Agreement may be executed in multiple counterparts. The signatories represent that they are authorized to sign this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SMRC OWNER: Cyril J. Weis

By: Cyril J. Weis

Title: _____

Date: 4-4-22

Mammoth Acquisitions, LLC

By: Justin Troward

Title: CEO

Date: 04/12/2022

WATER USE AGREEMENT

Exhibit 3

THIS AGREEMENT is entered into this 12th day April 2022, between Gerhard J. Dirks and Lawanda Dirks (“SMRC Owner”), whose address is 416353 Highway 285, Saguache, CO and Mammoth Acquisitions, LLC, a Colorado limited liability company (“Mammoth”), whose address is 845 Navajo Street, Denver, CO 80204, CO.

RECITALS

- A. The SMRC Owner owns shares in the Santa Maria Reservoir Company (SMRC).
- B. Mammoth owns shares in the Rio Grande Canal Water Users Association (RGCWUA).
- C. Mammoth desires to receive a quantity of water attributable to SMRC Owner’s shares in the Santa Maria Reservoir Company, and in return provide to SMRC Owner a quantity of water attributable to Mammoth’s shares in the RGCWUA.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of SMRC Water. Mammoth shall lease from the SMRC Owner, and the SMRC Owner shall lease to Mammoth, the entire yield that SMRC Owner receives from 15 shares of SMRC stock during the 2021-2022 water year.
2. Provision of RGCWUA Water. Mammoth shall lease to SMRC Owner, and SMRC Owner shall lease from Mammoth, water to which Mammoth is entitled by virtue of ownership of shares in the RGCWUA during the 2021-2022 water year, in a quantity that is two times the amount of water (in acre-feet) that Mammoth receives pursuant to paragraph 1, above.
3. Term. This Water Use Agreement contemplates a one-time transfer of SMRC water to Mammoth, and a one-time transfer of RGCWUA water to SMRC Owner during the 2022 irrigation season.
4. Location of Delivery of Water. The SMRC water will be delivered to Mammoth’s recharge facility in the NE1/4SE1/4, Section 1, T43N, R7E, NMPM. The Rio Grande Canal water will be delivered to any recharge facility listed in SMRC Owner’s submitted SWSP application for 2022.
5. Mammoth SWSP. Mammoth will submit an SWSP application that discloses the existence of this Agreement, references SMRC Owner’s pending application, and proposes that a term and condition be added to Mammoth’s SWSP approval and SMRC Owner’s SWSP approval recognizing that: (1) SMRC Owner’s SMRC water may be used in Mammoth’s SWSP; (2) Mammoth’s RGC water may be used in SMRC Owner’s SWSP; and (3) accounting will be provided that shows (i) total SMRC deliveries, (ii) total RGC deliveries, (iii) the allocation of SMRC deliveries to SMRC Owner and Mammoth, and (iv) the allocation of RGC deliveries to SMRC Owner and Mammoth, to ensure that the SMRC water and RGC water deliveries are not double-counted.
6. Further Assurances. The Parties shall cooperate with one another as necessary and communicate with the RGCWUA and SMRC to effectuate the terms of this Agreement and to coordinate the timing of delivery of the water to each respective party.

7. Breach; Remedies. If any obligation created by this Lease is not performed by either party and such breach is not cured in a reasonable amount of time, then the non-defaulting party shall have the right to terminate this Agreement and be excused from performance hereunder.

8. Execution. The parties agree to accept facsimile signatures. This Agreement may be executed in multiple counterparts. The signatories represent that they are authorized to sign this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

SMRC OWNER: Gerhard J and LeWanda Dirks

By: Gerhard J. Dirks

Title: Owner - Operator

Date: 04-04-2022

Mammoth Acquisitions, LLC

By: Justin Trouard

Title: CEO

Date: 04/12/2022

WATER USE AGREEMENT

THIS AGREEMENT is entered into this 23rd day of MARCH 2022, between Marlin Martin (Martin), whose address is 16599 Bull Run Rd. Landcaster, MO 63548 and Mammoth Acquisitions, LLC, a Colorado limited liability company ("Mammoth"), whose address is 845 Navajo Street, Denver, CO 80204, CO.

RECITALS

- A. Martin has entered into a contract to sell 35 shares (the "Shares") in the Santa Maria Reservoir Company (SMRC) to Mammoth.
- B. Assignment of the Shares on the books of SMRC has not yet been completed.
- C. It is the parties' intention that Mammoth be entitled to the use of water attributable to the Shares during the 2022 irrigation season. The parties desire to affirm this intention by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Use of SMRC Water. Mammoth shall be entitled to the use of all water attributable to the Shares that is deliverable during the 2022 irrigation season.
- 2. Further Assurances. The Parties shall cooperate with one another and communicate with SMRC as necessary to ensure that Mammoth receives the water attributable to the Shares during the 2022 water year.
- 3. Execution. The parties agree to accept facsimile signatures. This Agreement may be executed in multiple counterparts. The signatories represent that they are authorized to sign this Agreement on behalf of their respective parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

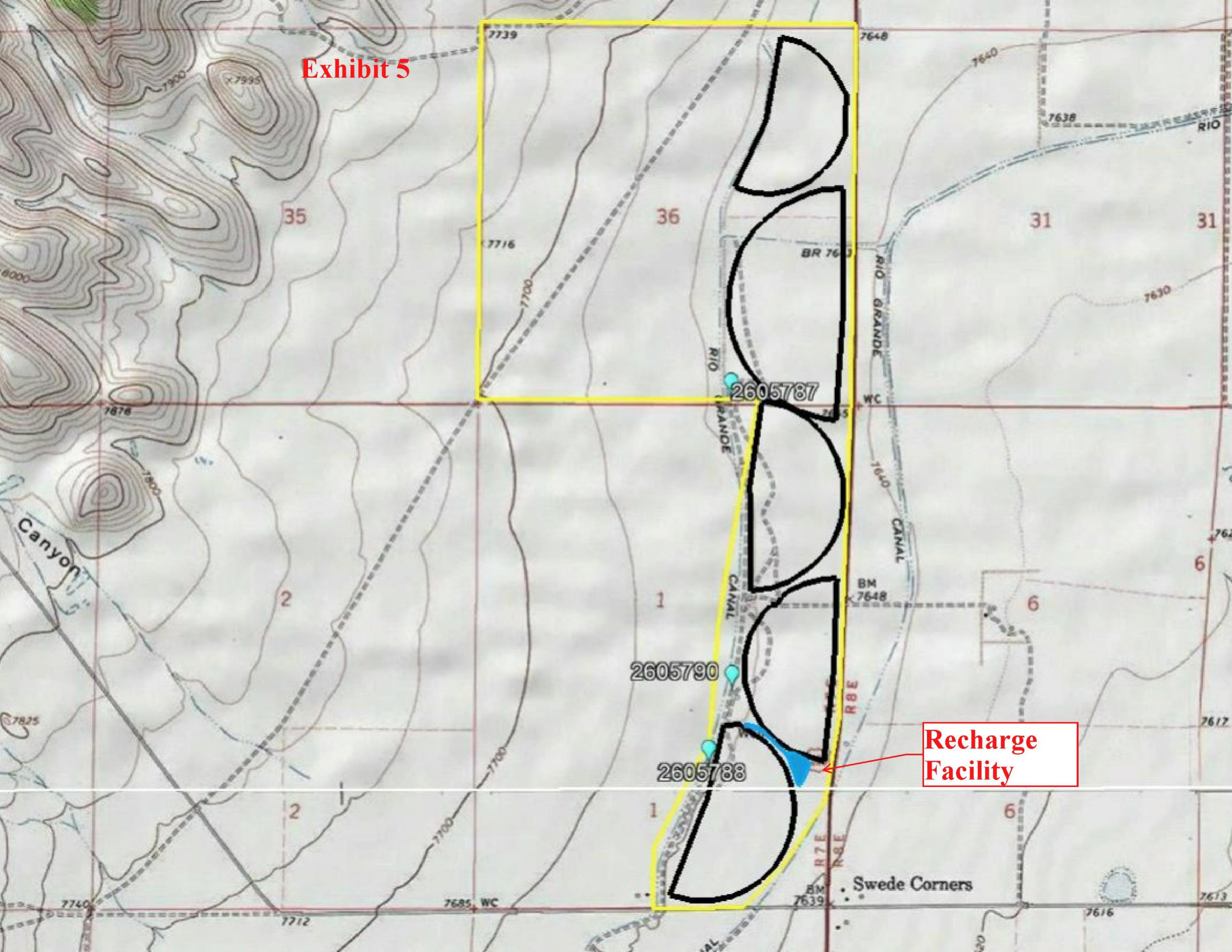
Marlin Martin

By: Marlin Martin
Date: 3-27-22

Mammoth Farms, LLC

By: JTS
Title: MANAGER
Date: 3-23-22

Exhibit 5



Recharge Facility

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 13, 2022, a copy of the attached Substitute Water Supply Plan application for Mammoth Land Holdings LLC was delivered to each of the parties on the Substitute Water Supply Plan notification list for Water Division 3, as listed on the attached table.

A handwritten signature in black ink, appearing to read 'K. Burgemeister', with a long horizontal flourish extending to the right.

Kendall Burgemeister

Name	FirstName	MiddleName	LastName	EmailAddress
Stewart-hunter, Lyn	Lyn		Stewart-Hunter	lynstewarthunter@gmail.com
Shohet, David	David		Shohet	dms@fmcwater.com
Ten eyck, Gregg S	Gregg	S	Ten Eyck	gregg.teneyck@lrewater.com
Orr, John	John		Orr	coyotegulch@mac.com
Schroeder, Sylvia	Sylvia		Schroeder	sschroeder@geiconsultants.com
Presecan, Mary	Mary		Presecan	Mary.Presecan@LREwater.com
Newmyer, Kari	Kari		Newmyer	KNEWMYER@HPKWATERLAW.COM
Roberts, Sandy	Sandy		Roberts	sroberts@spronkwater.com
Nichols, Peter D	Peter	D	Nichols	pdn@bhgrlaw.com
Greeman, Dee	Dee		Greeman	dg@mtvag.com
Gerstle, John	John		Gerstle	john.gerstle@alum.mit.edu
Smith, Monty	Monty		Smith	trindir@gojade.org
Clark, Rodney	Rodney		Clark	rodney.clark@co.usda.gov
Zimmerman, Trever	Trever		Zimmerman	t.c.zimm@hotmail.com
Regan, Cynthia	Cynthia		Regan	rosie-333@hotmail.com
Wombacher, Bill	Bill		Wombacher	bwombacher@gmail.com
Burgemeister, Kendall	Kendall		Burgemeister	kburgemeister@lawoftherockies.com
Ampe, Peter	Peter		Ampe	peterampe@hillandrobbs.com
Mccracken, Thomas D	Thomas	D	McCracken	tom@greeneearthfarm.com
Dilalla, Jennifer	Jennifer		DiLalla	jdilalla@mwhw.com
Uhlenbrock, Jeremy	Jeremy		Uhlenbrock	JEREMY@BOULDERVALLEYRE.COM
Noone, Bob	Bob		Noone	RNOONE@NOONELAW.COM
Schwab, Wayne A	Wayne	A	Schwab	TRINCHERAIRRIGATION2@GMAIL.COM
Niemela, Daniel	Daniel		Niemela	dniemela@bbawater.com
Welsh, Matthew	Matthew		Welsh	mwelsh@elementwaterinc.com
Parsons, Rick	Rick		Parsons	parsonswater@gmail.com
Simpson, Cleave A	Cleave	Alan	Simpson	cleavesimpson@gmail.com
Hatcher, Michelle	MICHELLE		HATCHER	MICHELLE@CLEARWATERCOLORADO.COM
Smith, Dick M	dick	m	smith	dsmithaz@gmail.com
Flor, Andrew	Andrew		Flor	andrew.flor@state.co.us
Donegan, Kevin	Kevin		Donegan	Kevin.Donegan@state.co.us
Ingram, Jonathan	Jonathan		Ingram	jonathan@ingramdrilling.com
Malers, Steve	Steve		Malers	steve.malers@openwaterfoundation.org
Foy, Caleb	Caleb		Foy	caleb.foy@state.co.us
Watson, Colin	COLIN		WATSON	COLIN.WATSON@STATE.CO.US
Simpson, John	JOHN		SIMPSON	JOHN.SIMPSON@STATE.CO.US
Riggenbach, Sam	SAM		RIGGENBACH	SAM.RIGGENBACH@STATE.CO.US
Sarason, Deborah	DEBORAH		SARASON	DEBORAH.SARASON@STATE.CO.US
Thompson, David	David		Thompson	A700pilot@gmail.com
Justus, John P	John	P	Justus	jjustus@hfak.com
Langley, Nicole	Nicole		Langley	nicole@nvlangley.net
Mcgregor, Robert	Robert		McGregor	robert.mcgregor@amecfw.com
Wells, Jeremy	Jeremy		Wells	jeremy@wellsengineering.net
Fisher, Debbie	Debbie		Fisher	dfisher@hfak.com
Armstrong, Karlyn	Karlyn		Armstrong	karlyn.armstrong@state.co.us
Van der harten, Arthur	Arthur		van der Harten	Shearts@q.com
Cordova, Carrie	Carrie		Cordova	Carrie_Cordova@fws.gov
Cotten, Craig	Craig		Cotten	craig.cotten@state.co.us
Hofmann, David	David		Hofmann	David.Hofmann@state.co.us
Hicks, Dusty	DUSTY		HICKS	dhicks@vanion.com
Perkins, Ed	Ed		Perkins	ed.perkins@state.co.us
Beers, Gary	Gary		Beers	gary1beers@gmail.com
Mattson, Josh	Josh		Mattson	joshua.j.mattson@xcelenergy.com
Curtis, Ken	Ken		Curtis	Kcurtis@frontier.net
Crandall, Kylie	Kylie		Crandall	kjcrandall@hollandhart.com
Boddie, Peter	Peter		Boddie	pboddie@hrswater.com
Pittinger, Rachel	Rachel		Pittinger	rppittinger@gmail.com
Barela, Roberta	Roberta		Barela	roberta.barela@state.co.us
Smith, Roy	Roy		Smith	R20SMITH@BLM.GOV
Bushong, Steven	Steven		Bushong	sjbushong@pbblaw.com
Kirschenbaum, Susie	Susie		Kirschenbaum	skirschenbaum@chp-law.com
Paddock, William a.	William A.		Paddock	bpaddock@chp-law.com
Thode, Zach	Zach		Thode	zthode@lehiwater.com
Schmidt, Ben	Ben		Schmidt	gotdew2nite@gmail.com
Boyle, Kevin	Kevin		Boyle	kevin.boyle@state.co.us

George, Lindsay	Lindsay		George	lindsay@smallhydro.us
Anderson, Hanna	Hanna		Anderson	hanna.anderson@lrewater.com
Bethune, Gary	Gary		Bethune	gary@garybethunepe.pro
Chavez, Curtis	CURTIS		CHAVEZ	CURTIS.CHAVEZ@YAHOO.COM
Miller, Marc B	Marc	B	Miller	mbmiller@usbr.gov
Ter kuile-miller, Maya	Maya		ter Kuile-Miller	mayatk30@gmail.com
Ryan, Katherine A	Katherine	A.D.	Ryan	kadr@bhgrlaw.com
Steuben, Cody	cody		steuben	cody.steuben@gmail.com
Unterreiner, Ryan	Ryan		Unterreiner	ryan.unterreiner@state.co.us
247, Dmr	dmr			247 dmr247@gmail.com
Bronson, Andrea	Andrea		Bronson	andrea.bronson@dgsllaw.com
Ivers, Chris	chris		ivers	chris@rgwcd.org
Bailey, Becky	BECKY		BAILEY	BECKY.BAILEY@LREWATER.COM
Greenwolf, Heather	Heather		Greenwolf	executivedirector@headwatersalliance.org
Staudt, Derek	Derek		Staudt	dstaudt@rjh-consultants.com
Whitehead, Bruce	Bruce		Whitehead	brucewhiteheadh2o@gmail.com
LaGreca, Tony	Tony		LaGreca	tlagreca@coloradowatertrust.org
	Grant		Zimmerman	zimmerman@waterexchange.com
Hoover, Shelly	Shelly		Hoover	SHELLY@QUANTUMWATERCO.COM
	Jon		Erickson	jon.erickson@state.co.us
Ochis, Gregory	Gregory		Ochis	greg.ochis@state.co.us
	Jason		Brothers	jason.brothers@summitwatereng.com
	Marisa		Fricke	marisa@rgwcd.org
MUDIGONDA, NEELHA	NEELHA		MUDIGONDA	NMUDIGONDA@ELEMENTWATERINC.COM
MERRILL, MATTHEW L	MATTHEW	L	MERRILL	MATTHEW@MERRILLWATERLAW.COM
Van Vurst, Beth	Beth		Van Vurst	beth@vanvurst-law.com
	Darin		Schepp	darin.schepp@state.co.us
	Chad		Spearman	ctspear@yahoo.com
GRASMICK, BRAD	BRAD		GRASMICK	BRAD@LCWATERLAW.COM
DONOVAN, RYAN	RYAN		DONOVAN	RYAN@LCWATERLAW.COM
	Jay		Yeager	jeylly@yahoo.com
Light, David	David		Light	epi@riouisa.com
Whitfield, Fay M	Fay	M	Whitfield	fmw@cowaterlaw.com
Smith, Tod	Tod		Smith	tod@tjs-law.com
Merrifield, Erin	Erin		Merrifield	assistant@waterlaw.tv
Burke, Gina	Gina		Burke	gburke@jehnwater.com
Sperling, Veronica A	Veronica	A	Sperling	vsperling@tbvs.net
Burr, Carolyn	Carolyn		Burr	cburr@wsmtlaw.com
Hughes, Dustin	Dustin		Hughes	dustin@anderson-hugheslaw.com
Bower, David	David		Bower	dfbower@j-rlaw.com
Johnson, Richard	Richard		Johnson	rajohnson@j-rlaw.com
Atencio, StÃ©phane W	StÃ©phane	W	Atencio	steve@atenciolaw.net
Dunn, Sara	Sara		Dunn	sarad@balcombgreen.com
Flood, Patricia K	Patricia	K	Flood	pflood@wrightwater.com
Cabral, Melanie	Melanie		Cabral	MELANIE@WHITE-JANKOWSKI.COM
Slade, Norman	Norman		Slade	jnslade657@gmail.com
Walsh, Meichell	Meichell		Walsh	SWSP@troutlaw.com
Dischinger, Joseph B	Joseph	B	Dischinger	jdischinger@fwlaw.com
Buchanan, Timothy R	Timothy	R	Buchanan	trb@tbvs.net
Jehn-Dellaport, Theresa	Theresa		Jehn-Dellaport	theresa@quantumwaterco.com
Tedela, Negussie	Negussie		Tedela	ntedela@blm.gov
Wilcox, Suzanne	Suzanne		Wilcox	sitdesignsco@gmail.com
Spence, Rebecca	Rebecca		Spence	rebecca@lcwaterlaw.com
	Benjamin		levene	btlevene@gmail.com
	Daryl		Kohut	Daryl.Kohut@usda.gov
	Daniel		McCarl	dmccarl@mbsslpl.com
	Amber		Pacheco	amber@rgwcd.org
	Curran		Trick	currantricklaw@gmail.com
	Steve		Sypher	srsypher@gmail.com
	Joseph		Chafey	joseph_chafey@nps.gov
	John		Buchanan	john@jdbuchananlaw.com
	Matt		Whittaker	matt.whittaker@icloud.com
	Michael		Erion	Michael@ColoradoRiverEng.com
Fuchs, Michael J	Michael	J	Fuchs	fuchsranhinc@gmail.com
Hillhouse, William A	William	A	Hillhouse	whillhouse@hfak.com
Caile, William H	William	H	Caile	whcaile@hollandhart.com

Nelson, Ashley	Ashley		Nelson	ashley19@hotmail.com
Groves, Jason	Jason		Groves	groves@waterlaw.com
Conrad, Becca	Becca		Conrad	becca@frontier.net
Lyons, Dale	Dale		Lyons	gardnerite@juno.com
White and jankowski, White and jankowski	WHITE AND JANKOWSKI		WHITE AND JANKOWSKI	MAIL@WHITE-JANKOWSKI.COM
Wallace, Mary	Mary		Wallace	wallacem@boulder.colorado.gov
Leggett, Diana W	Diana	W.	Leggett	dianawleggett@hotmail.com
Fox, Samantha	Samantha		Fox	sfox@ponderosa-advisors.com
Nguyen, Steve	STEVE		NGUYEN	STEVE@CLEARWATERCOLORADO.COM
Sares, Matthew	Matthew		Sares	matt.sares@state.co.us
Hunter, Todd E	Todd	E	Hunter	thunter@travelin.com
DePue, Matthew	Matthew		DePue	matthew.depue@state.co.us
Lew, Mark	Mark		Lew	Mark@npva.net
Cole-hatchard, Stephen	Stephen		Cole-Hatchard	scolehatchard@frontline.net
Corona, Craig V	Craig	Vincent	Corona	cc@craigcoronalaw.com
Ladd, Aaron	Aaron		Ladd	asl@vrlaw.com
Redding, Carol	CAROL		REDDING	REDDINGS@YAHOO.COM
Artell, Karen	Karen		Artell	k_artell@msn.com
Langenfeld, Benjamin	Benjamin		Langenfeld	benl@lewicki.biz
Franco, Ivan	Ivan		Franco	ivan.franco@state.co.us
Topper, Ralf	Ralf		Topper	RALF@CENTURYLINK.NET
Rhodes, Ann M	Ann	M	Rhodes	amr@amr-law.com
Escobar, Lourdes G	LOURDES	GUADALUPE	ESCOBAR	lescobar.ana@gmail.com
Taylor, Margaret	MARGARET		TAYLOR	MARGARET.TAYLOR@STATE.CO.US
Williams, Janet	JANET		WILLIAMS	JANET.WILLIAMS@LREWATER.COM
Courtney, Beorn	Beorn		Courtney	bcourtney@elementwaterinc.com
David, Brian	Brian		David	rbrian.david@gmail.com
Higel, Greg	Greg		Higel	greg@amigo.net
Sobieski, Kara	Kara		Sobieski	kara.sobieski@wilsonwatergroup.com
Patrick, Kevin	Kevin		Patrick	patrick@waterlaw.com
Kobza, Mac	Mac		Kobza	mkobza@bouldercounty.org
VAN DER POEL, Melissa	Melissa		VAN DER POEL	MELISSA.VANDERPOEL@state.co.us
Browning, Michael	Michael		Browning	mbrowning@pbblaw.com
Foster, P	P		Foster	pfoster@wrightwater.com
Mehren, Richard	Richard		Mehren	rmehren@mwhw.com
Parsons, Rick	Rick		Parsons	rick.parsons@parsonswater.com
Viehl, Rob	Rob		Viehl	Rob.Viehl@state.co.us
Dinges, Skip	Skip		Dinges	Dinges2302@msn.com
Larson, Stephen	Stephen		Larson	sclarson@j-rlaw.com
Jeffers, Steven	Steven		Jeffers	sjeffers@lgkhilaw.com
Brink, Wanda	Wanda		Brink	admin@e-partz.com
Rausch, David	David		Rausch	drausch@adcogov.org
Chavez, Joan	JOAN		CHAVEZ	JOAN.CHAVEZ@STATE.CO.US
Kuntz, Jerald	JERALD		KUNTZ	business@kuntzpump.com
Mccann, Joseph F	Joseph	F.	McCann	cjjj2003@yahoo.com
Office, Durango	DURANGO		OFFICE	DURANGOOFFICE@SGM-INC.COM
Parker, Meg	Meg		Parker	mparker3113@gmail.com
Kropf, Ramsey L	Ramsey	L	Kropf	rkropf@somachlaw.com
Farinacci, Anthony	Anthony		Farinacci	anthonyfarinacci@gmail.com
Joyce, Elizabeth	Elizabeth		Joyce	elizabeth.joyce@coag.gov
Sartori, Sira	Sira		Sartori	sira@clearwatercolorado.com
Ervin, Krystle	Krystle		Ervin	kervin@martinandwood.com
Artell, Karen	Karen		Artell	artellme2@gmail.com
Strickland, Hayden	Hayden		Strickland	hayden@erccolorado.net
Kullman, Rachel	Rachel		Kullman	rachel@kullmanwater.com
Thompson, Diane K	Diane	K	Thompson	dthompson@somachlaw.com
Fuller, Kathleen	Kathleen		Fuller	kathleen.fuller@state.co.us
GUTWEIN, MEGAN	MEGAN		GUTWEIN	MG@BHGR.LAW.COM
Briggs, Kelsey	Kelsey		Briggs	kelsey.briggs@lrewater.com
Kuenhold, O. john	O. JOHN		KUENHOLD	OJOHN.KUENHOLD@GMAIL.COM
WILLIAMSON, GEOFF	GEOFF		WILLIAMSON	GMW@BHGR.LAW.COM
Diamond, Marilyn	Marilyn		Diamond	cogreenacres@gmail.com
	Evan		Martellaro	kckennedy163@gmail.com
WOODWARD, CHRISTY	CHRISTY		WOODWARD	CHRISTY.WOODWARD@COGA.ORG
	Bill		Wombacher	wwombacher@nswlaw.com
BAILEY, TAMMY	TAMMY		BAILEY	TAMMY@PKENTERPRISESINC.COM

SILTANEN, HAYLEY
Dutton, Heather

JONES, ANDY
Lorenz, Jason

STEVE WOLFF

HAYLEY
Heather
Janine
WILLIAM
ANDY
Jason
Skylar
Kunal
Tarn
STEVE
Scott
Austin
Matt
Wylie
Pam
Mirko
Rachel

SILTANEN
Dutton
Thornton
MYERS
JONES
Lorenz
Zilliox
Parikh
Udall
WOLFF
S
Vincent
Montgomery
Keller
Bogle
Kruse
Pittinger

HKSILTANEN@HOLLANDHART.COM
Heather@slvwcd.org
jmthornton7@msn.com
willie@mvproduce.com
AJONES@PANDREWJONES.COM
jason@agro.com
szilliox@martinandwood.com
kap@vrlaw.com
tarn.udall@coag.gov
STEVEW@SWWCD.ORG
twinpeakllc19@gmail.com
austin@coloradofb.org
matthewmontgomery@hillandrobbins.com
wylie@rgwcd.org
pkbogle@hotmail.com
mkruse@kruselawpllc.com
rpittinger@wrightwater.com



STATE OF COLORADO

Curry - DNR, James <james.curry@state.co.us>

Fwd: Substitute Water Supply Plan for Mammoth Land Holdings (Saguache County, Water Division 3) (ID 6164)

2 messages

DWR - DNR, Permitsonline <dnr_dwrpermitsonline@state.co.us>
To: James Curry - DNR <james.curry@state.co.us>

Wed, Apr 13, 2022 at 3:51 PM

For laserfiche receipt number 10020566

Check status of permit applications / updates to well permits at: <https://dwr.state.co.us/tools/WellPermits>

Notice! DWR forms are available via the eForms Dashboard. From the DWR homepage, click on the "Find a Form" button to reach our eForms Dashboard for access to all DWR Forms.

...
DWR Permits Online



P 303.866.3581x0
DWRPermitsOnline@state.co.us | dwr.colorado.gov

----- Forwarded message -----

From: **Kendall K. Burgemeister** <kburgemeister@lawoftherockies.com>
Date: Wed, Apr 13, 2022 at 1:43 PM
Subject: Substitute Water Supply Plan for Mammoth Land Holdings (Saguache County, Water Division 3) (ID 6164)
To: DWRpermitsonline@state.co.us <dwrpermitsonline@state.co.us>

To: Substitute Water Supply Plan Notification List – Water Division Three

Re: Substitute Water Supply Plan for Mammoth Land Holdings (Saguache County, Water Division 3) (ID 6164)

Ladies and Gentlemen:

You are being provided with this notification of a request for of a Substitute Water Supply Plan (SWSP) pursuant to C.R.S. 37-92-308(5).

This SWSP request is being made on April 13, 2022.

The SWSP request letter is attached to this email.

Pursuant to the above statute you have up to 35 days to submit any written comments to the State Engineer's Office regarding this request. A written response to this notice is required to be considered a party to the application.

Comments may be submitted to:

Melissa van der Poel

Colorado Division of Water Resources

1313 Sherman Street, Suite 818

Denver, CO 80203

Melissa.vanderpoel@state.co.us

Please provide a copy of any comments provided to the State Engineer's Office regarding this request to me at the below email or mailing address.

Kendall Burgemeister

Member | Law of the Rockies

525 North Main Street

Gunnison, CO 81230

Tel: 970-641-1903 ext. 3

Fax: 970-641-1943

kburgemeister@lawoftherockies.com

www.lawoftherockies.com

This transmission is from the law firm of Law of the Rockies and may contain information that is privileged, confidential, and/or exempt from disclosure under law. If you are not the intended recipient, any disclosure, copying, distribution, or use of the information in this message, including any reliance thereon by you or any other third person, is prohibited. If you have received this message in error, please immediately contact the sender and destroy this message in both electronic and any hard copy formats. Thank you.

2 attachments

 **20220413 Mammoth Land Holdings SWSP.pdf**
1776K

 **20220413 Certificate of Service.pdf**
367K

DWR - DNR, Permitsonline <dnr_dwrpermitsonline@state.co.us>

Wed, Apr 13, 2022 at 4:28 PM

To: James Curry - DNR <james.curry@state.co.us>

This has been paid for.

Check status of permit applications / updates to well permits at: <https://dwr.state.co.us/tools/WellPermits>

Notice! DWR forms are available via the eForms Dashboard. From the DWR homepage, click on the "Find a Form" button to reach our eForms Dashboard for access to all DWR Forms.


...
DWR Permits Online



COLORADO
Division of Water Resources
Department of Natural Resources

P 303.866.3581x0
DWRPermitsOnline@state.co.us | dwr.colorado.gov

[Quoted text hidden]

 **2022_04_13_10020566.pdf**
1815K

APPENDIX G

Santa Maria Shares Leased by Subdistrict No. 1

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

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

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

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

**Total RG Canal Shares Leased in
2011**

1980

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

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

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

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

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

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

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

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

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

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

Total Five Year Leases in 2012 725

Total Shares Leased in 2012 3285.8

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

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

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

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

Total One Year Leases in 2013		1595		
--------------------------------------	--	-------------	--	--

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

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

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

**Total Three Year Leases in
2013**

845.8

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

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

Total Five Year Leases in 2013 795

Total Shares Leased in 2013 3235.8

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

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

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

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

Total One Year Leases in 2014 1550

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

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

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

**Total Three Year Leases in
2014**

975.8

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

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

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

Total Shares Leased in 2014 3320.8

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

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

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

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

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

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

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

Total Five Year Leases in 2015 975

Total Shares Leased in 2015 3100.8

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

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

**Total Three Year Leases in
2016**

685

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

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

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

Total Shares Leased in 2016 1645

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

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

**Total Three Year Leases in
2017**

545

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

Total Five Year Leases in 2017

290

Total Shares Leased in 2017

835

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

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

APPENDIX H

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, 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, 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 Annual Replacement Plan necessary for implementation of the Amended Plan in the current water year.

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, 2026 through April 30, 2027.

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 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 2026 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.	"Special Water" Amount (c.f.s.)	Priorities %Owned
176	2.80	100.00%
178	11.20	18.64%
197	20.00	83.05%
198	19.60	57.07%

Rio Grande Canal Water User's Assn. Priorities	
Priority No.	Amount (c.f.s.)
216-A	318.40
276-A	22.80
288-A	22.70
312-A	26.00
338 ½-A	33.60
344	24.40
358-A	16.60
363-A	43.40
363-B	52.00
365	293.70
1903-24C	45.00
1903-30C	84.96
1903-34C	48.99
1903-37B	38.74
1903-41B	41.34
1903-45C	88.14
1903-46C	81.71
1903-49D	183.60
1903-52C	82.68
1903-57A	44.92
1903-61A	43.62

On such days the amount of water that must be provided by 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 2026 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$ 250⁰⁰ per acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Rio Grande Canal pursuant to the terms of this Agreement.

3.1. After the end of the 2026 irrigation season, and not later than March 15, 2027, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Rio Grande Canal would have been able to divert if all un-replaced injurious depletions to the Rio Grande Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

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

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the un-replaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2027.

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 2000 acre-feet of injurious stream depletions to the Rio Grande Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2026 Annual Replacement Plan.

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

U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Company:

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

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

7.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit

any of the terms of this Agreement. The exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in C.R.C.P. 6, then the relevant date will be extended automatically until the next business day.

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

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

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

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

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

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

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

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

The Rio Grande Canal Water Users' Association

By: Clay Corzine
Clay Corzine, President

3/4/26
Date

ACCEPTED:

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

By: [Signature]
Program Manager

3/5/2026
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effect May 1, 2026, 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 2026 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, 2026 through April 30th, 2027.

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 2026 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 2026 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$ 20.00 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 2026 irrigation season, and not later than March 15, 2027, 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 \$ 20.00 per acre-foot for each acre-foot of injurious stream depletions to the Empire Canal caused by wells operating under the Subdistrict No. 1 Annual Replacement Plan during the term of this Agreement and not replaced with water.

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, 2027.

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 2026 Annual Replacement Plan.

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

To Company:

Commonwealth Irrigation Company
PO Box 993
Alamosa, CO 81101

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

Commonwealth Irrigation Company

By: Lawrence Crowder
Lawrence Crowder, President

2-18-2024
Date

ACCEPTED:

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

By: [Signature]
Program Manager

2-20-2026
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, 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 remediating 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 2026 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, 2026 through April 30th, 2027.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Centennial Ditch Company is the last priority served, and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Centennial Ditch Company would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2026 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Centennial Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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:

Priority	Amount
32	47.4
173	35.0

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 forboreed 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 2026 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 at the Centennial Ditch pursuant to the terms of this Agreement.

3.1. After the end of the 2026 irrigation season, and not later than March 15, 2027, 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, 2027.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights,

and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Sub-district No. 1 to make water available for diversion at the headgate of the Centennial Ditch Company to off-set the first 10 days of injurious stream depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2026 Annual Replacement Plan.

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

To Company:

Centennial Ditch Company
3414 County Road 104
Alamosa, CO 81101

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

rights hereunder to any other person or entity without the prior written consent of the Company, which consent shall not be unreasonably withheld.

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

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

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

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

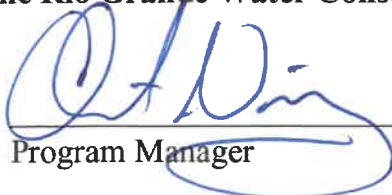
7.11. **Legal Counsel.** Each party to this Agreement has engaged legal counsel or has been advised to seek legal counsel to negotiate, draft, and/or review this Agreement. Therefore, in the construction and interpretation of this Agreement, the Parties acknowledge and agree that it shall not be construed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

The Centennial Ditch Company

By:  _____
Date 3/6/2026

ACCEPTED:

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

By:  _____
Program Manager Date 3/9/2026

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, 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 2026 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, 2026 through April 30th, 2027.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to **1,000** acre-feet of injurious stream depletions to the water rights of the Company 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 2026 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 (c.f.s.)</u>
163	45.7
249	6.2
262	29.4

2.5. When the total amount of estimated unreplaced depletions to the Excelsior Ditch during the term of this Agreement equals 1,000 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the 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 2025 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 2026 irrigation season, and not later than March 15, 2027, 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 paragraph 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, 2027.

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 Excelsior Ditch to off-set the first _____ 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 2026 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

4-9-26
Date

ACCEPTED:

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

By: [Signature]
Program Manager

4-9-2026
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, 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 2027 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, 2026 through April 30th, 2027.

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 2026 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Monte Vista Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount</u>
---------------------	---------------

224	132.2
358	125.3
1903-24A	13.35
1903-30A	20.58
1903-34A	9.44
1903-37	3.75
1903-41	1.63
1903-45A	10.42
1903-46A	5.21
1903-49B	14.33
1903-52A	4.56

2.5. When the total amount of estimated unreplaced depletions to the Monte Vista Canal during the term of this Agreement equals 300 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 2026 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 Monte Vista Canal from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2026 irrigation season, and not later than March 15, 2027, 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 paragraph 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, 2027.

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 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 2026 Annual Replacement Plan.

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

To Company:

President, Monte Vista Water Users' Association
P.O. Box 288
147 Washington St.
Monte Vista, CO 81144

To Subdistrict No. 1:

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

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

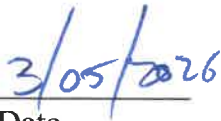
The Monte Vista Water Users' Association

By:  Date: 2-23-26
Mark Deacon, President

ACCEPTED:

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

By: 
Program Manager


Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, 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 2026 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, 2026 through April 30th, 2027.

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 2026 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 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 2026 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 2026 irrigation season, and not later than March 15, 2027, 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, 2027.

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 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 2026 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 Lyle Nissen, President
Prairie Ditch Company
PO Box 32
Mosca, CO 81146

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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: Lyle Nissen
Lyle Nissen, President

3-11-2026
Date

ACCEPTED:

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

By: [Signature]
Program Manager

3-16-2026
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the Farmers Union Canal ("District"), an irrigation district (collectively "the Parties").

RECITALS

A. The District owns and operates the Farmers Union Canal and the water rights decreed thereto. The Farmers Union Canal diverts water from the Rio Grande in the NE¼ SW¼ of Section 36, T40N, R6E, N.M.P.M , and has decreed priorities totaling 801.45 c.f.g. 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 2026 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, 2026 through April 30th, 2027.

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 2026 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:

Priority	Amount (cfs)
314	138.8
328T	0.25
353T	0.95
1903-17B	5.45
1903-22E	105.41
1903-24F	280.47
1903-30F	159.69
1903-34G	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 2026 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the District \$ 0-No cost per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Farmers Union Canal from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2026 irrigation season, and not later than March 15, 2027, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the District would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the District with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the District; and (2) a calculation of the amount of the payment due under paragraph 3, above. The District will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 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, 2027.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the District under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the District will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the District will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Farmers Union Canal to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2026 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:

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

To Subdistrict No. 1:

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

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

6. **Remedies.** In the event of District's default in the performance of this Agreement, Subdistrict No. 1's remedies shall include, but not be limited to, the remedy of specific performance. In the event of Subdistrict No. 1's default hereunder, District's remedies

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

7. Miscellaneous Provisions.

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

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

5/30/2026
Date

ACCEPTED:

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

By: 
Program Manager

3/30/2026
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Rio Grande Lariat Ditch (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2026 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, 2026 through April 30th, 2027.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Rio Grande Lariat Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Lariat Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2026 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Rio Grande Lariat Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Rio Grande Lariat Ditch during the term of this Agreement equals 500 acre-feet, Sub-district No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2026 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$.150⁰⁰ per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2026 irrigation season, and not later than March 15, 2027, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Rio Grande Lariat Ditch

from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2027.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Rio Grande Lariat Ditch to off-set the first 500 acre-feet of injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2026 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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


The Rio Grande Lariat Ditch

By: 
President

4/10/26
Date

ACCEPTED:

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

By: 
Program Manager

4/13/2026
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1st, 2026 between the United States Department of the Interior's Fish and Wildlife Service ("FWS"), the following Water Activity Enterprises of the Rio Grande Water Conservation District, indicated below, and the Groundwater Management Subdistrict of the Trincheras Water Conservancy District acting as a Water Activity Enterprise ("Trincheras Subdistrict"), (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

- MO Water Activity Enterprise of Special Improvement District No. 1 "Subdistrict No. 1"
- MO Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"
- MO Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"
- MO Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"
- MO Trincheras Subdistrict

RECITALS

A. FWS owns and operates the Chicago Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio Grande in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, T37N, R10E, N.M.P.M., and has decreed priorities totaling 66.4 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. FWS, is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to FWS's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and FWS agree as follows:

1. **Term of Agreement.** This Agreement will be in effect from:

Please initial next to your selection:

- _____ One Year (May 1, 2026 through April 30, 2027)
_____ Three Years (May 1, 2026 through April 30, 2029)
_____ Five Years (May 1, 2026 through April 30, 2031)
N.O. Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, FWS may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by FWS.

2.1. Under the terms of this Agreement, FWS will forebear from requiring the Subdistrict to replace injurious stream depletions to the water rights of FWS diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

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

2.3. On days meeting the criteria of 2.2 above, FWS can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as may be required for transit of water from storage to the top of the affected stream reaches during

the irrigation season. Due to the requirements of the Refuge mission, there could be some days where delivery of wet water would be crucial to meeting congressional obligations.

2.4. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both FWS and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.1 below.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water and the FWS determines may occur in place of a wet water delivery:

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
174	23.2
196	3.2
1934-14	40.0

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay FWS \$164 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide FWS with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. FWS will have fourteen days following the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict provides FWS with an accounting of the unreplaced injurious depletions to

FWS's water rights and the amount of the payment due, but not later than April 15th. In lieu of an actual cash payment, FWS would like the payment in form of credits to be applied against its fees accrued in Subdistrict 6.

4. No Subordination or Waiver of Right to Call. The forbearance by FWS under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditch. Under this Agreement FWS will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement FWS will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To FWS: Mike Oldham, FWS Administrator, SLV NWR Complex
7824 El Rancho Lane, Alamosa, CO 81101

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincerawaterconservancy@gmail.com
(719) 588-3440

To the Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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

6. Remedies. In the event of FWS's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance.

In the event of the Subdistrict's default in the performance of this Agreement, FWS's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay FWS for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

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

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

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

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

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

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. FWS may not assign its rights or delegate its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of FWS, which consent must not be unreasonably withheld.

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

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

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

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of FWS in the ongoing efforts by the Subdistrict to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be \$200.00 from each Subdistrict selected above.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be \$300.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be \$500.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be \$1,000.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by the Subdistrict selected above, regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to FWS on or before December 31, of each year for the term of the Agreement.

Chicago Ditch Owner

By: Walter M. Oldham

4-1-2026
Date

Print Name: Mike Oldham

APPROVED:
Special Improvement District No. 1
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Quinton Norris
Quinton Norris, Program Manager

4-2-2026
Date

APPROVED:
Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

4/1/26
Date

APPROVED:
Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

4/1/26
Date

APPROVED:
Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise

By: Angelo Bellah
Angelo Bellah, Program Manager

4/1/26
Date

APPROVED:
The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise

By: Monty Smith
Monty Smith, President

4/2/26
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1st, 2026 between the United States Department of the Interior's Fish and Wildlife Service ("Company") and the following Water Activity Enterprises of the Rio Grande Water Conservation District, indicated below, and the Groundwater Management Subdistrict of the Trinchera Water Conservancy District acting as a Water Activity Enterprise ("Trinchera Subdistrict"), (sometimes collectively referred to as the "Parties"):

Please initial next to your selections:

- M.O Water Activity Enterprise of Special Improvement District No. 1 "Subdistrict No. 1"
- M.O Water Activity Enterprise of Special Improvement District No. 2 "Subdistrict No. 2"
- M.O Water Activity Enterprise of Special Improvement District No. 3 "Subdistrict No. 3"
- M.O Water Activity Enterprise of Special Improvement District No. 6 "Subdistrict No. 6"
- M.O Trinchera Subdistrict

RECITALS

A. FWS owns and operates the New Ditch ("Ditch") and the water rights decreed thereto. The Ditch diverts water from the Rio Grande in the SW¹/₄ NW¹/₄ of Section 28, T37N, R11E, N.M.P.M., and has decreed priorities totaling 30.43 c.f.s.

B. The Subdistrict is responsible for implementing the Plan of Water Management ("Plan") through their Annual Replacement Plan ("ARP"), as approved by the State Engineer.

C. The quantity of water available for diversion from the Rio Grande River by the Ditch may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditch at the top of the Stream Reach in order to remedy injurious stream depletions.

D. FWS is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to FWS's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The Subdistrict desires to enter into this Forbearance Agreement as part of the ARP for all Plan Years in which this agreement is in effect.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the Subdistrict and FWS agree as follows:

1. Term of Agreement. This Agreement will be in effect from:

Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2027)

_____ Three Years (May 1, 2026 through April 30, 2029)

_____ Five Years (May 1, 2026 through April 30, 2031)

M.O. _____ Ten Years (May 1, 2026 through April 30, 2036)

If a ten-year term is selected, FWS may review its forbearance price no sooner than five years following the first date the agreement is included in an ARP. If the Ditch requests a change in the price, the Subdistrict reserves the right to not accept that amount and if not accepted the forbearance will end on April 30th of that ARP Year in which the price increase was requested. If a new rate is accepted by the Subdistrict, that rate will become effective on the first May 1st following the date the new price was accepted by the Subdistrict.

For a five-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

For a ten-year Agreement, the Ditch or Subdistrict may request to cancel the Agreement after providing the other party notice of the request to cancel the Agreement. The canceling party must provide at least 3 years notice prior to the date they want the Agreement to end.

2. Forbearance by FWS.

2.1. During the term of this Agreement, FWS will forebear from requiring the Subdistrict to replace injurious stream depletions to the water rights of FWS diverted from the Rio Grande River at the headgate of the Ditch under priority nos. listed in paragraph 2.4 below by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

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

2.3. On days meeting the criteria of 2.2 above, FWS can request a wet water replacement of estimated injurious depletions to the ditch within 24 hours or such greater time as

may be required for transit of water from storage to the top of the affected stream reaches during the irrigation season. Due to the requirements of the Refuge mission, there could be some days where delivery of wet water would be crucial to meeting congressional obligations.

2.4. The number of acre-feet of injurious depletions to the water right of the Ditch will be calculated each day the Ditch is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and both FWS and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditch would have been able to divert, but for the depletions caused by wells operating under the Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditch during the term of this Agreement will be determined pursuant to paragraph 3.1 below.

2.5. This Agreement will apply only on days when the following priorities decreed to the Ditch are the last priority served and the injurious depletions are not remedied by actual water and the FWS determines may occur in place of a wet water delivery:

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
1903-22	2.61
1903-49A	2.61
1903-62	5.21
1959-25	20.0

On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Ditch is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Ditch to divert the full amount of last priority served on that day.

3. Payment. The Subdistrict will pay FWS \$164 per acre-foot of remedy of injurious stream depletions that are not required to be made available at the top of the Stream Reach pursuant to the terms of this Agreement.

3.1. Following the end of each irrigation season in which this Agreement was included in the Subdistrict's ARP, and not later than March 15, the Subdistrict will recalculate the injurious stream depletions in accordance with the requirements of each ARP. The Subdistrict will then calculate the amount of water that the Ditch would have been able to divert if all unreplaced injurious depletions to the Ditch had been replaced during the term of this Agreement, and provide FWS with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Ditch; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. FWS will have fourteen days following the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3 will be due within 35 days of the date the Subdistrict provides FWS's with an accounting of the unreplaced injurious depletions to FWS's water rights and the amount of the payment due, but not later than April 15th. In lieu of an actual cash payment, FWS would like the payment in form of credits to be applied against its fees accrued in Subdistrict 6.

4. No Subordination or Waiver of Right to Call. The forbearance by FWS under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditch. Under this Agreement FWS will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement FWS will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under their Annual Replacement Plan.

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

To FWS: Mike Oldham, FWS Administrator, SLV NWR Complex
7824 EL Rancho Lane, Alamosa, CO 81101

To the Trinchera Subdistrict:
Monty Smith, President
Trinchera Water Conservancy District
610 Main Street
Blanca, CO 81123
trincerawaterconservancy@gmail.com
(719) 588-3440

To the Subdistrict:
Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
amber@rgwcd.org
(719) 589-6301 ext. 1841

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

6. Remedies. In the event of FWS's default in the performance of this Agreement, the Subdistrict's remedies will include, but not be limited to, the remedy of specific performance. In the event of the Subdistrict's default in the performance of this Agreement, FWS's remedies will be to retain all payments made by the Subdistrict prior to the date of the default, to require full replacement of all injurious stream depletions from and after the date of default by the Subdistrict, and to require the Subdistrict to pay FWS for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

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

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

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

7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

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

7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. FWS may not assign its rights or delegate

its duties hereunder without the prior written consent of the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of FWS, which consent must not be unreasonably withheld.

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

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

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

7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

7.11. Covenant. This Agreement touches and concerns the real property that is subject to this Agreement and will bind any future owners of the water rights for the length of the Agreement but will have no force or effect after the expiration of this Agreement.

8. Bonus Payment.

8.01 The Subdistrict, in recognition of the cooperation of FWS in the ongoing efforts by the Subdistricts to protect the agricultural economy of the San Luis Valley, hereby include a bonus payment in the amount of:

8.01.01 If this Agreement is for a term of one year, the bonus payment will be \$200.00 from each Subdistrict selected above.

8.01.02 If this Agreement is for a term of three years, the bonus payment will be \$300.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.03 If this Agreement is for a term of five years, the bonus payment will be \$500.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.01.04 If this Agreement is for a term of ten years, the bonus payment will be \$1,000.00 from each Subdistrict selected above for each year of the term of the Agreement.

8.02 The Bonus payment in this Paragraph 8 will be paid by each Subdistrict selected above, regardless of whether there is any payment due for forbearance, as calculated in paragraphs 2 and 3 above, and will be in addition to any such calculated payment.

8.03 The Bonus Payments will be paid to FWS on or before December 31, of each year for the term of the Agreement.

New Ditch Owner

By: Wade M. Oldham

4-1-2026
Date

Print Name: Mike Oldham

APPROVED:

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

By: [Signature]
Quinton Norris, Program Manager

4-2-2026
Date

APPROVED:

**Special Improvement District No. 2
of the Rio Grande Water Conservation District,
Water Activity Enterprise**

By: [Signature]
Angelo Bellah, Program Manager

4/1/26
Date

APPROVED:

**Special Improvement District No. 3
of the Rio Grande Water Conservation District,
Water Activity Enterprise**

By: [Signature]
Angelo Bellah, Program Manager

4/1/26
Date

APPROVED:

**Special Improvement District No. 6
of the Rio Grande Water Conservation District,
Water Activity Enterprise**

By: [Signature]
Angelo Bellah, Program Manager

4/1/26
Date

APPROVED:

**The Groundwater Management Subdistrict
of the Trinchera Water Conservancy District, acting as a Water Activity Enterprise**

By: [Signature]
Monty Smith, President

4/2/26
Date

To ensure payments are made correctly, please fill in the following:

Checks should be made in the name of: _____

Address to mail payment to: _____

If payments are to be split, please indicate the following:

Names and addresses of each individual/entity and percentage of payment each should receive:

1. _____
2. _____
3. _____
4. _____
5. _____

APPENDIX I

The Rio Grande Water Users Association

147 Washington St.

Monte Vista, CO. 81144

Telephone: (719) 852-3556 * FAX: (719) 852-5958

April 10, 2026

Amber Pacheco, Acting General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, Colorado 81101

Re: 2026-2027 Allocation of Rio Grande's Share of Closed Basin Project
Production

Dear Amber:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users have agreed to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2026 through April 30, 2027. As you know, under the Resolution Regarding Allocation of the Yield of the Closed Basin Project the Rio Grande is entitled to an average of 60% of the annual usable yield of the Closed Basin Project. The Water Users intend to use 60% of the Project's usable yield in 2026.

The Board of Directors of the Water Users has discussed the needs of the Special Improvement Districts of the Rio Grande Water Conservation District ("Subdistricts") for water to replace stream depletions from groundwater pumping under their Annual Replacement Plans. In light of the importance of the Subdistricts being able to meet their replacement requirements in this coming ARP year's operations, the Water Users' Board voted to specifically allocate up to 3,900 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under the Subdistricts 2026 Annual Replacement Plans.

The Water Users anticipate that the vast majority of this Project Water will be used to replace non-irrigation season depletions from November 1 through March 31. If Subdistrict No. 5 has an approved ARP, part of the water will be used to replace year-round depletions to the Rio Grande from Subdistrict No. 5. The Water Users understand that there may be circumstances during the irrigation season when the Subdistricts cannot deliver water to the Rio Grande below the Chicago Ditch due to intervening dry stream

The Rio Grande Water Users Association

Amber Pacheco

April 10, 2026

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 1,700 acre-feet is allocated for replacement by December 31, 2026, and will come from the Rio Grande's 2026 share of the Project's usable yield. The remainder of about 2,200 acre-feet is allocated for replacements from January 1 through April 30, 2027, the end of the Subdistricts 2026-2027 Annual Replacement Plan Year. The amount of the allocation used during January 1 through April 30, 2027, will come from the Rio Grande's share of Project production in 2027. Although these annual allocations are estimates, in no way should the allocation in the calendar year exceed the Rio Grande's total share of the Project's useable yield for that year.

The Board of the Water Users wishes to make clear to the Subdistricts and to the members of the Water Users that this allocation is made on a one-time basis and is not a precedent that binds the Water Users, and that the Water Users have no duty to make a similar allocation in the future. The Rio Grande Water Conservation District should understand this as well and should not assume that the Water Users will make a similar allocation in the future.

If you have any questions about this matter, please give me a call.

Sincerely,



Greg Higel, President
Rio Grande Water Users Association

Copy: San Luis Valley Water Conservancy District
Craig Cotten

623 Fourth Street
Alamosa, CO 81101
(719) 589-2230
Heather@slvwcd.org

April 7, 2026

Amber Pacheco, Deputy General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101



Dear Ms. Pacheco,

The Board of the San Luis Valley Water Conservancy District (SLVWCD) approves the request by the Rio Grande Water Conservation District (RGWCD) to allocate a portion of the Rio Grande's share of 2026 and 2027 Closed Basin Project (CBP) production to Subdistricts' stream depletions for inclusion in Annual Replacement Plans (ARPs). The allocation of water to ARPs cannot in any way affect the allocation of CBP flows to the Rio Grande and Conejos River's Compact Obligations, which in 2026 is 60%/40%, respectively.

In accordance with the 60/40 Agreement, the Rio Grande Water Users Association (RGWUA) approves any allocation of the Rio Grande's share of CBP production, with consultation from the SLVWCD. Given the SLVWCD's role in this matter, the Board held an extensive discussion of the CBP at its March 2026 meeting; Nate Reynolds from the Bureau of Reclamation updated the SLVWCD Board on the history of the CBP, the status of well pumping, and groundwater levels within the CBP footprint and the larger unconfined aquifer. Following this presentation, the SLVWCD Board discussed the matter at length and noted that the CBP has always been and continues to be a debated project within complicated hydrologic and socio-political forces.

The SLVWCD Board wishes to share the following points of discussion on the matter:

- The CBP has merits in reducing Compact curtailment and assisting Subdistricts in replacing stream depletions, but that those two values sometimes conflict.
- If the CBP wasn't in operation, water would come from other sources to satisfy the above referenced needs and acquiring additional water from currently unknown sources would include tradeoffs that can't fully be understood.
- Significant changes in hydrology, water management directives, and community relationships have occurred since the creation of the 60/40 agreement. These changes should be considered with regard to the continued operations of the CBP and the applicability of the 60/40 agreement to present day.

President: Tyler Neely, Del Norte, CO
Vice-President: Darius Allen, Alamosa, CO; Secretary/Treasurer Marcie Schulz, Alamosa, CO;
Directors: Richard Davie, Del Norte, CO; M. Dee Greeman, Alamosa, CO; Charles Griego, Alamosa, CO;
Will Hathaway, Monte Vista, CO; Steve Keller, Monte Vista, CO; Randall Palmgren, Center, CO; Tuck Slane, Hooper,
CO.

- The CBP pumping interacts with the unconfined aquifer in the Closed Basin. As such, the effects of the CBP pumping are most closely tied to Subdistrict 1's aquifer sustainability, while a portion of CBP water is allocated to all Subdistricts.
- The CBP is a source of contention in the San Luis Valley and the SLVWCD believes it is important to listen to and consider concerns raised by all our neighbors about the CBP.

Due to these complexities, the SLVWCD encourages all parties to engage in detailed and regular discussions about the CBP to ensure its operation remains relevant. Thank you for your consideration of the SLVWCD's feedback.

Sincerely,

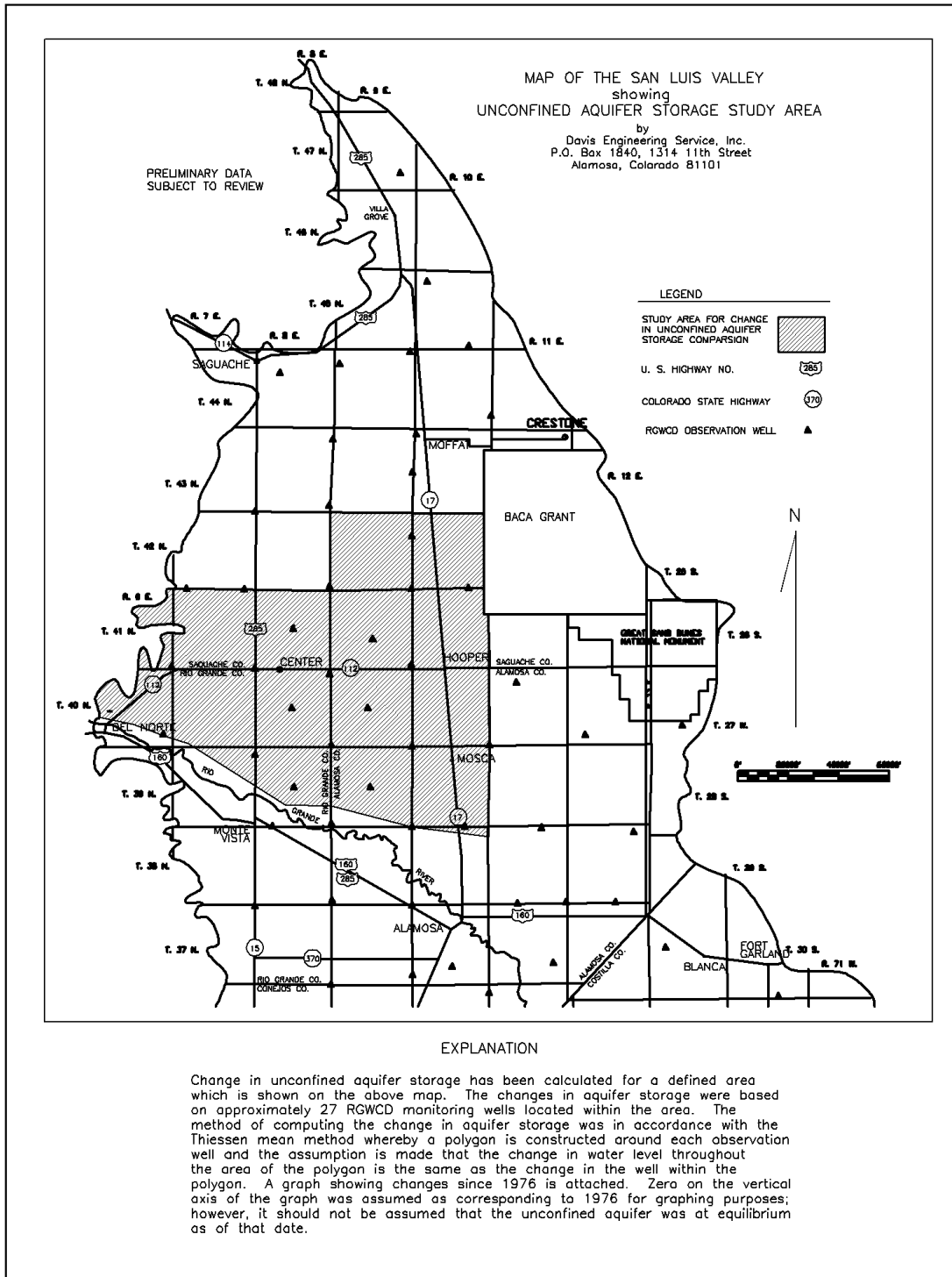
Heather R. Dutton

Heather Dutton
Manager, San Luis Valley Water Conservancy District

APPENDIX J

UNCONFINED AND CONFINED GROUNDWATER LEVELS IN WELLS WITHIN SUBDISTRICT NO. 1, WELL LOCATION MAP

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			
05/01/84	-11031.7238	-184799.1474			
06/01/84	49105.5172	-135693.6302			
07/01/84	42206.6224	-93487.0078			
08/01/84	-27414.5048	-120901.5126			
09/01/84	-9755.0126	-130656.5252			
10/01/84	29418.7476	-101237.7776			
11/01/84	36818.786	-64418.9916			
12/01/84	-7175.6882	-71594.6798	12/1/1984	-130420.8215	-241646.1229
01/01/85	-10624.8872	-82219.567			
02/01/85	-9851.8862	-92071.4532			
03/01/85	-2437.3676	-94508.8208			
04/01/85	280.3466	-94228.4742			
05/01/85	-11029.5056	-105257.9798			
06/01/85	12321.721	-92936.2588			
07/01/85	119359.7488	26423.49			
08/01/85	17447.3884	43870.8784			
09/01/85	-43171.1248	699.7536			
10/01/85	40156.7842	40856.5378			
11/01/85	27226.9452	68083.483			
12/01/85	-4950.523	63132.96	12/1/1985	-26512.95425	-210487.0986
01/01/86	-15153.6006	47979.3594			
02/01/86	-11942.747	36036.6124			
03/01/86	-2051.9134	33984.699			
04/01/86	-2624.1968	31360.5022			

05/01/86	-7548.0792	23812.423			
06/01/86	66779.638	90592.061			
07/01/86	52570.07	143162.131			
08/01/86	23341.4238	166503.5548			
09/01/86	-33322.804	133180.7508			
10/01/86	8405.2792	141586.03			
11/01/86	27434.1912	169020.2212			
12/01/86	-7089.3554	161930.8658	12/1/1986	98262.43422	-127906.0652
01/01/87	-27121.0626	134809.8032			
02/01/87	-10165.2164	124644.5868			
03/01/87	-5223.8476	119420.7392			
04/01/87	-98.3976	119322.3416			
05/01/87	9934.6574	129256.999			
06/01/87	-5171.0554	124085.9436			
07/01/87	36811.5546	160897.4982			
08/01/87	-44875.6178	116021.8804			
09/01/87	2340.9648	118362.8452			
10/01/87	3234.668	121597.5132			
11/01/87	13937.8514	135535.3646			
12/01/87	-17861.8646	117673.5	12/1/1987	126802.4179	-28980.04268
01/01/88	-9444.3734	108229.1266			
02/01/88	811.9922	109041.1188			
03/01/88	-18020.8332	91020.2856			
04/01/88	14247.6012	105267.8868			
05/01/88	8912.6214	114180.5082			
06/01/88	-41190.7994	72989.7088			
07/01/88	-42296.4168	30693.292			
08/01/88	-75904.7774	-45211.4854			
09/01/88	-17545.5566	-62757.042			
10/01/88	74913.5368	12156.4948			
11/01/88	1595.7166	13752.2114			
12/01/88	12663.2976	26415.509	12/1/1988	47981.46788	23222.50886
01/01/89	-38987.194	-12571.685			
02/01/89	-1264.3662	-13836.0512			
03/01/89	-6286.0334	-20122.0846			
04/01/89	33810.413	13688.3284			
05/01/89	-61568.7938	-47880.4654			
06/01/89	24345.9854	-23534.48			
07/01/89	-80374.3064	-103908.7864			
08/01/89	-37634.819	-141543.6054			
09/01/89	-33471.0904	-175014.6958			
10/01/89	-9469.8628	-184484.5586			
11/01/89	7617.3684	-176867.1902			
12/01/89	6750.7176	-170116.4726	12/1/1989	-88015.9789	31703.47737
01/01/90	-4769.87	-174886.35			
02/01/90	-11080	-185966.35			

03/01/90	-5701.32	-191667.67			
04/01/90	-4746.08	-196413.75			
05/01/90	14838.86	-181574.89			
06/01/90	53480.26	-128094.63			
07/01/90	-44236.24	-172330.87			
08/01/90	-49242.37	-221573.24			
09/01/90	-33657.47	-255230.71			
10/01/90	22679.83	-232550.88			
11/01/90	62469.44	-170081.44			
12/01/90	8670.56	-161410.88	12/1/1990	-189315.1383	-856.9594433
01/01/91	-7187	-168597.88			
02/01/91	-16638.12	-185236			
03/01/91	-5712.6	-190948.6			
04/01/91	-9456.04	-200404.64			
05/01/91	-20260.63	-220665.27			
06/01/91	97178.29	-123486.98			
07/01/91	20452.27	-103034.71			
08/01/91	-50677.53	-153712.24			
09/01/91	-14390.24	-168102.48			
10/01/91	21195.55	-146906.93			
11/01/91	12608.01	-134298.92			
12/01/91	8065.05	-126233.87	12/1/1991	-160135.71	-52536.58829
01/01/92	-18958.18	-145192.05			
02/01/92	-6871.78	-152063.83			
03/01/92	-7334.49	-159398.32			
04/01/92	27358.73	-132039.59			
05/01/92	49172.2	-82867.39			
06/01/92	30517.09	-52350.3			
07/01/92	-61377.25	-113727.55			
08/01/92	-29466.45	-143194			
09/01/92	19766.04	-123427.96			
10/01/92	10003.51	-113424.45			
11/01/92	9475.81	-103948.64			
12/01/92	9751.99	-94196.65	12/1/1992	-117985.8942	-101494.2507
01/01/93	-19574.34	-113770.99			
02/01/93	-21069.36	-134840.35			
03/01/93	-4958.11	-139798.46			
04/01/93	-6761.91	-146560.37			
05/01/93	28342.13	-118218.24			
06/01/93	83820.2	-34398.04			
07/01/93	-42143.1	-76541.14			
08/01/93	-7948.79	-84489.93			
09/01/93	28649.96	-55839.97			
10/01/93	4621.62	-51218.35			
11/01/93	-786.61	-52004.96			
12/01/93	-5395.89	-57400.85	12/1/1993	-88756.80417	-128841.9051

01/01/94	-16280.11	-73680.96			
02/01/94	-9245.65	-82926.61			
03/01/94	-10306.99	-93233.6			
04/01/94	-6851.58	-100085.18			
05/01/94	44328.15	-55757.03			
06/01/94	69404.28	13647.25			
07/01/94	-115759.18	-102111.93			
08/01/94	-55936.87	-158048.8			
09/01/94	3253.08	-154795.72			
10/01/94	25885.18	-128910.54			
11/01/94	30897.35	-98013.19			
12/01/94	4505.4	-93507.79	12/1/1994	-93952.00833	-130029.111
01/01/95	-29720.78	-123228.57			
02/01/95	-11320.5	-134549.07			
03/01/95	-24423.97	-158973.04			
04/01/95	13184.86	-145788.18			
05/01/95	34898.08	-110890.1			
06/01/95	32269.65	-78620.45			
07/01/95	161897.9	83277.45			
08/01/95	-46810.54	36466.91			
09/01/95	-3481.65	32985.26			
10/01/95	12647.94	45633.2			
11/01/95	5685.03	51318.23			
12/01/95	20406.99	71725.22	12/1/1995	-35886.92833	-99343.469
01/01/96	-20051.32	51673.9			
02/01/96	-18249.53	33424.37			
03/01/96	-28209.41	5214.96			
04/01/96	-2949.55	2265.41			
05/01/96	3020.85	5286.26			
06/01/96	-6476.75	-1190.49			
07/01/96	-57268.63	-58459.12			
08/01/96	-127973.05	-186432.17			
09/01/96	-26482.01	-212914.18			
10/01/96	3455.85	-209458.33			
11/01/96	-579.31	-210037.64			
12/01/96	14768.79	-195268.85	12/1/1996	-81324.65667	-83581.25833
01/01/97	-147.97	-195416.82			
02/01/97	-34509.72	-229926.54			
03/01/97	-13474.98	-243401.52			
04/01/97	1774.84	-241626.68			
05/01/97	24709.73	-216916.95			
06/01/97	104870.69	-112046.26			
07/01/97	22868.74	-89177.52			
08/01/97	-27035.48	-116213.00			
09/01/97	-5759.13	-121972.13			
10/01/97	4871.71	-117100.42			

11/01/97	-11389.64	-128490.06			
12/01/97	-4793.1	-133283.16	12/1/1997	-162130.92	-92410.26383
01/01/98	-13292.16	-146575.32			
02/01/98	-7244.28	-153819.60			
03/01/98	-11003.25	-164822.85			
04/01/98	13832.73	-150990.12			
05/01/98	26835.28	-124154.84			
06/01/98	24525.66	-99629.18			
07/01/98	-86544.46	-186173.64			
08/01/98	-62424.97	-248598.61			
09/01/98	5139.82	-243458.79			
10/01/98	4962.4	-238496.39			
11/01/98	19064.48	-219431.91			
12/01/98	21806.96	-197624.95	12/1/1998	-181148.02	-110888.5063
01/01/99	-8158.3	-205783.25			
02/01/99		-205783.25			
03/01/99	-26177.01	-231960.26			
04/01/99	7078.76	-224881.50			
05/01/99	28649.22	-196232.28			
06/01/99	69444.49	-126787.79			
07/01/99	10866.6	-115921.19			
8/1/1999	45937.93	-69983.26			
9/1/1999	-18256.4	-88239.66			
10/1/1999	25072.23	-63167.43			
11/1/1999	3395.63	-59771.80			
12/1/1999	-5179.25	-64951.05	12/1/1999	-137788.56	-119655.8167
01/01/00	-16163.94	-81114.99			
2/1/2000	-11572.38	-92687.37			
3/1/2000	-7314.25	-100001.62			
4/1/2000	13776.14	-86225.48			
5/1/2000	7463.87	-78761.61			
6/1/2000	-11438.35	-90199.96			
7/1/2000	-142168.15	-232368.11			
8/1/2000	-64010.24	-296378.35			
9/1/2000	-59406.32	-355784.67			
10/1/2000	12841.23	-342943.44			
11/1/2000	13716.71	-329226.73			
12/1/2000	5660.88	-323565.85	12/1/2000	-200771.52	-152632.734
1/1/2001	-5034.97	-328600.82			
2/1/2001	-7741.4	-336342.22			
3/1/2001	-10619.63	-346961.85			
4/1/2001	3395.31	-343566.54			
5/1/2001	67893.3	-275673.24			
6/1/2001	119504.33	-156168.91			
7/1/2001	-56351.66	-212520.57			
8/1/2001	-63531.87	-276052.44			

9/1/2001	10225.82	-265826.62			
10/1/2001	-11044.03	-276870.65			
11/1/2001	-471.66	-277342.31			
12/1/2001	3387.38	-273954.93	12/1/2001	-280823.43	-192532.49
1/1/2002	-16009.8	-289964.73			
2/1/2002	-8579.35	-298544.08			
3/1/2002	-12802.62	-311346.70			
4/1/2002	-17061.78	-328408.48			
5/1/2002	-54731.22	-383139.70			
6/1/2002	-84223.33	-467363.03			
7/1/2002	-47044.08	-514407.11			
8/1/2002	-155068.98	-669476.09			
9/1/2002	-36166.69	-705642.78			
10/1/2002	21834.27	-683808.51			
11/1/2002	8697.05	-675111.46			
12/1/2002	5228.62	-669882.84	12/1/2002	-499757.96	-260057.90
1/1/2003	8816.68	-661066.16			
2/1/2003	5225	-655841.16			
3/1/2003	776.4	-655064.76			
4/1/2003	-9792.03	-664856.79			
5/1/2003	-39448.05	-704304.84			
6/1/2003	10795.54	-693509.30			
7/1/2003	-126538.8	-820048.10			
8/1/2003	-112758.52	-932806.62			
9/1/2003	-23049.89	-955856.51			
10/1/2003	33312.09	-922544.42			
11/1/2003	4901.83	-917642.59			
12/1/2003	12414.57	-905228.02	12/1/2003	-790730.77	-381974.45
1/1/2004	5298.8	-899929.22			
2/1/2004	4101.36	-895827.86			
3/1/2004	11666.14	-884161.72			
4/1/2004	4071.05	-880090.67			
5/1/2004	851.89	-879238.78			
6/1/2004	64077.86	-815160.92			
7/1/2004	-150007.92	-965168.84			
8/1/2004	-46423.75	-1011592.59			
9/1/2004	-43548.74	-1055141.33			
10/1/2004	23498.94	-1031642.39			
11/1/2004	10603.09	-1021039.30			
12/1/2004	10642.81	-1010396.49	12/1/2004	-945782.51	-543573.24
1/1/2005	14680.6	-995715.89			
2/1/2005	17374.52	-978341.37			
3/1/2005	7340.11	-971001.26			
4/1/2005	3156.95	-967844.31			
5/1/2005	-21732.21	-989576.52			
6/1/2005	159825.97	-829750.55			

7/1/2005	-63380.13	-893130.68			
8/1/2005	-121593.83	-1014724.51			
9/1/2005	-4804.71	-1019529.22			
10/1/2005	7263.26	-1012265.96			
11/1/2005	16022.88	-996243.08			
12/1/2005	21879.74	-974363.34	12/1/2005	-970207.22	-697460.38
1/1/2006	8467.09	-965896.25			
2/1/2006	23767.44	-942128.81			
3/1/2006	-1491.65	-943620.46			
4/1/2006	-16435.25	-960055.71			
5/1/2006	16343.81	-943711.90			
6/1/2006	96603.51	-847108.39			
7/1/2006	-168216.12	-1015324.51			
8/1/2006	-41242.97	-1056567.48			
9/1/2006	-1189.72	-1057757.20			
10/1/2006	44437.54	-1013319.66			
11/1/2006	47462.53	-965857.13			
12/1/2006	-5059.36	-970916.49	12/1/2006	-973522.00	-836000.09
1/1/2007	17497.47	-953419.02			
2/1/2007	10684.96	-942734.06			
3/1/2007	4716.15	-938017.91			
4/1/2007	-10357.72	-948375.63			
5/1/2007	37378.85	-910996.78			
6/1/2007	148098.95	-762897.83			
7/1/2007	2673.41	-760224.42			
8/1/2007	-40665.2	-800889.62			
9/1/2007	-14487.96	-815377.58			
10/1/2007	10756.19	-804621.39			
11/1/2007	17533.59	-787087.80			
12/1/2007	4140.52	-782947.28	12/1/2007	-850632.44	-906174.99
1/1/2008	-558.03	-783505.31			
2/1/2008	-920.96	-784426.27			
3/1/2008	883.57	-783542.70			
4/1/2008	-3733.84	-787276.54			
5/1/2008	-5042.68	-792319.22			
6/1/2008	85716.75	-706602.47			
7/1/2008	20827.55	-685774.92			
8/1/2008	-96844.2	-782619.12			
9/1/2008	-18701.67	-801320.79			
10/1/2008	10570.93	-790749.86			
11/1/2008	20606.64	-770143.22			
12/1/2008	28328.87	-741814.35	12/1/2008	-767507.89	-901530.41
1/1/2009	6692.11	-735122.24			
2/1/2009	-11460.48	-746582.72			
3/1/2009	-8478.4	-755061.12			
4/1/2009	-5237.78	-760298.90			

5/1/2009	103562.53	-656736.37			
6/1/2009	105885.55	-550850.82			
7/1/2009	-59264.24	-610115.06			
8/1/2009	-93863.57	-703978.63			
9/1/2009	-27478.64	-731457.27			
10/1/2009	24175.47	-707281.80			
11/1/2009	2048.67	-705233.13			
12/1/2009	18423.75	-686809.38	12/1/2009	-695793.95	-851532.70
1/1/2010	-1372.66	-688182.04			
2/1/2010	-2055.79	-690237.83			
3/1/2010	-7606.29	-697844.12			
4/1/2010	-10297.84	-708141.96			
5/1/2010	35668.58	-672473.38			
6/1/2010	37436.04	-635037.34			
7/1/2010	-72125.58	-707162.92			
8/1/2010	-117100.01	-824262.93			
9/1/2010	-13939.55	-838202.48			
10/1/2010	19817.65	-818384.83			
11/1/2010	6709.59	-811675.24			
12/1/2010	1420.29	-810254.95	12/1/2010	-741821.67	-805855.59
1/1/2011	-4572.83	-814827.78			
2/1/2011	-2951.3	-817779.08			
3/1/2011	-13185.29	-830964.37			
4/1/2011	-13352.76	-844317.13			
5/1/2011	-28989.29	-873306.42			
6/1/2011	-8915.73	-882222.15			
7/1/2011	-34141.06	-916363.21			
8/1/2011	-103775.94	-1020139.15			
9/1/2011	-56543.67	-1076682.82			
10/1/2011	9783.57	-1066899.25			
11/1/2011	8527.67	-1058371.58			
12/1/2011	12468.04	-1045903.54	12/1/2011	-937314.70	-798614.13
1/1/2012	10139.85	-1035763.69			
2/1/2012	7692.68	-1028071.01			
3/1/2012	3288.92	-1024782.09			
4/1/2012	8764.00	-1016018.09			
5/1/2012	3228.14	-1012789.95			
6/1/2012	-12012.86	-1024802.81			
7/1/2012	-113987.8	-1138790.61			
8/1/2012	-52169.42	-1190960.03			
9/1/2012	-9800.85	-1200760.88			
10/1/2012	59.7	-1200701.18			
11/1/2012	16069.69	-1184631.49			
12/1/2012	3760.2	-1180871.29	12/1/2012	-1103245.257	-849136.694
1/1/2013	3245.77	-1177625.52			
2/1/2013	228.52	-1177397.00			

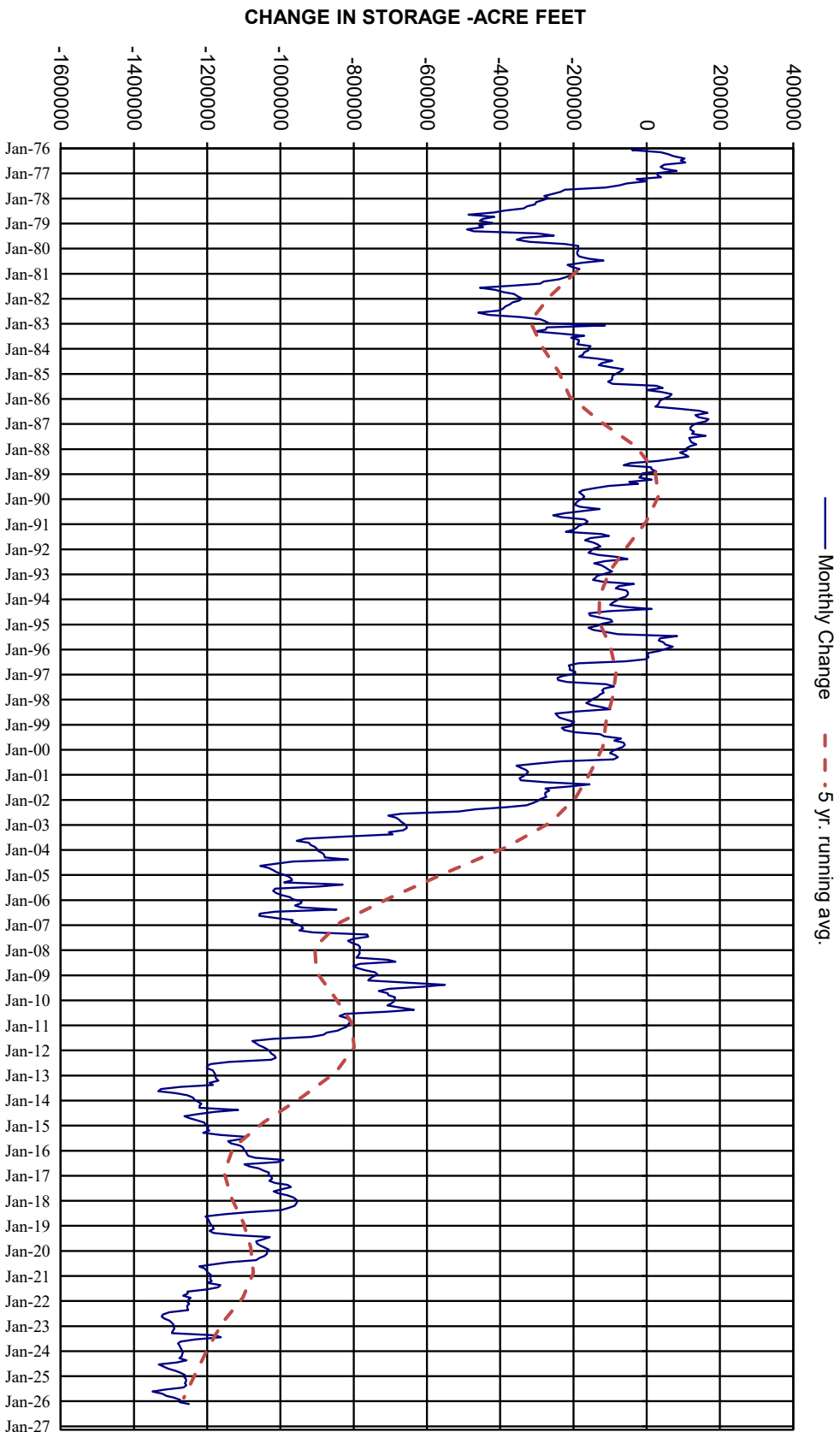
3/1/2013	1949.97	-1175447.03			
4/1/2013	6315.35	-1169131.68			
5/1/2013	-24274.05	-1193405.73			
6/1/2013	9067.54	-1184338.19			
7/1/2013	-88268.6	-1272606.79			
8/1/2013	-53644.93	-1326251.72			
9/1/2013	-7574.99	-1333826.71			
10/1/2013	47639.79	-1286186.92			
11/1/2013	32671.44	-1253515.48			
12/1/2013	14398.81	-1239116.67	12/1/2013	-1232404.117	-942115.9385
1/1/2014	4636.04	-1234480.63			
2/1/2014	9647.35	-1224833.28			
3/1/2014	8879.5	-1215953.78			
4/1/2014	-4738.2	-1220691.98			
5/1/2014	-252.69	-1220944.67			
6/1/2014	105422.16	-1115522.51			
7/1/2014	-64054.16	-1179576.67			
8/1/2014	-44324.11	-1223900.78			
9/1/2014	-38486.1	-1262386.88			
10/1/2014	15986.54	-1246400.34			
11/1/2014	17987.62	-1228412.72			
12/1/2014	19637.89	-1208774.83	12/1/2014	-1215156.586	-1045988.466
1/1/2015	4463.83	-1204311.00			
2/1/2015	7525.9	-1196785.10			
3/1/2015	-2268.91	-1199054.01			
4/1/2015	5252.37	-1193801.64			
5/1/2015	-17079.89	-1210881.53			
6/1/2015	46968.2	-1163913.33			
7/1/2015	70787.84	-1093125.49			
8/1/2015	-14081.4	-1107206.89			
9/1/2015	-35710.56	-1142917.45			
10/1/2015	7664.86	-1135252.59			
11/1/2015	24656.14	-1110596.45			
12/1/2015	8471.54	-1102124.91	12/1/2015	-1154997.529	-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			
4/1/2023	-4505.8	-1294537.17			
5/1/2023	-1449.06	-1295986.23			
6/1/2023	118403.89	-1177582.34			
7/1/2023	15044.67	-1162537.67			
8/1/2023	-69506.74	-1232044.41			
9/1/2023	-40587.64	-1272632.05			
10/1/2023	-7108.83	-1279740.88			
11/1/2023	4172.09	-1275568.79			
12/1/2023	3071.68	-1272497.11	12/1/2023	-1261314.31	-1196870.44
1/1/2024	3166.01	-1269331.10			
2/1/2024	3129.91	-1266201.19			
3/1/2024	-2045.29	-1268246.48			
4/1/2024	-1291.47	-1269537.95			
5/1/2024	-6346.12	-1275884.07			
6/1/2024	19690.6	-1256193.47			
7/1/2024	-26999.45	-1283192.92			
8/1/2024	-48901.99	-1332094.91			

9/1/2024	13011.01	-1319083.90			
10/1/2024	12663.11	-1306420.79			
11/1/2024	20609.71	-1285811.08			
12/1/2024	13290.27	-1272520.81	12/1/2024	-1283709.89	-1230950.23
1/1/2025	11414.4	-1261106.41			
2/1/2025	-1684.7	-1262791.11			
3/1/2025	5250.06	-1257541.05			
4/1/2025	186.14	-1257354.91			
5/1/2025	-3539.51	-1260894.42			
6/1/2025	4015.38	-1256879.04			
7/1/2025	-8158.66	-1265037.70			
8/1/2025	-51090.05	-1316127.75			
9/1/2025	-33438.09	-1349565.84			
10/1/2025	27383.62	-1322182.22			
11/1/2025	10523.03	-1311659.19			
12/1/2025	22413.03	-1289246.16	12/1/2025	-1284198.82	-1264010.74
1/1/2026	16221.07	-1273025.09			
2/1/2026	-2043.65	-1275068.74			
3/1/2026	25041.66	-1250027.08			

CHANGE IN UNCONFINED AQUIFER STORAGE WEST CENTRAL SAN LUIS VALLEY



DRAFT - March 31 2026
Data through March 9, 2026

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

Tabulation of Measured Groundwater Levels in Wells within Subdistrict#1

USGS 375524106020501, NA04300931CCC, RGWCD13A			
RG13A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.9264803 N	106.03490436 W	7562.51
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	8.53	7553.98	RGWCD
2/26/2025	8.43	7554.08	RGWCD
3/7/2025	8.37	7554.14	RGWCD
4/12/2025	8.01	7554.50	RGWCD
5/21/2025	7.97	7554.54	RGWCD
6/12/2025	8.08	7554.43	RGWCD
7/7/2025	8.35	7554.16	RGWCD
8/5/2025	8.63	7553.88	RGWCD
9/2/2025	8.77	7553.74	RGWCD
10/8/2025	8.73	7553.78	RGWCD
11/10/2025	8.76	7553.75	RGWCD
12/4/2025	8.66	7553.85	RGWCD
1/8/2026	8.60	7553.91	RGWCD
2/9/2026	8.58	7553.93	RGWCD
3/3/2026	8.10	7554.41	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)

1/17/2025	14.48	7535.72	RGWCD
2/11/2025	14.79	7535.41	RGWCD
3/4/2025	14.87	7535.33	RGWCD,USGS
4/12/2025	14.88	7535.32	RGWCD
5/16/2025	14.92	7535.28	RGWCD
6/12/2025	14.92	7535.28	RGWCD
7/1/2025	14.93	7535.27	RGWCD
8/1/2025	14.95	7535.25	RGWCD
9/2/2025	14.96	7535.24	RGWCD
10/1/2025	14.91	7535.29	RGWCD
11/5/2025	14.87	7535.33	RGWCD
12/1/2025	14.75	7535.45	RGWCD
1/6/2026	14.79	7535.41	RGWCD
2/2/2026	14.02	7536.18	RGWCD
3/2/2026	14.70	7535.50	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)
1/17/2025	17.80	7618.56	RGWCD
2/21/2025	18.46	7617.90	RGWCD
3/7/2025	18.54	7617.82	RGWCD
4/12/2025	18.66	7617.70	RGWCD
5/21/2025	18.58	7617.78	RGWCD
6/12/2025	18.48	7617.88	RGWCD
7/7/2025	15.83	7620.53	RGWCD
8/5/2025	16.68	7619.68	RGWCD
9/2/2025	17.56	7618.80	RGWCD
10/8/2025	16.48	7619.88	RGWCD
11/10/2025	17.02	7619.34	RGWCD
12/4/2025	17.60	7618.76	RGWCD

1/8/2026	18.07	7618.29	RGWCD
2/5/2026	17.71	7618.65	RGWCD
3/2/2026	18.41	7617.95	RGWCD
USGS 375016106021201, NA04200931CCC2, RGWCD22			
RG22			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.83781084 N	106.03671275 W	7580.87
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	Dry Well	-	RGWCD
3/5/2026	Dry Well	-	RGWCD
USGS 375010105554302, NA04200936DDD2, RGWCD23A			
RG23A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
56.0	37.8361106 N	105.9291867 W	7552.85
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	42.72	7510.13	RGWCD
2/11/2025	41.49	7511.36	RGWCD
3/4/2025	41.18	7511.67	RGWCD,USGS
4/12/2025	40.48	7512.37	RGWCD
5/16/2025	40.17	7512.68	RGWCD
6/1/2025	40.76	7512.09	RGWCD
7/1/2025	42.20	7510.65	RGWCD
8/1/2025	43.88	7508.97	RGWCD
9/2/2025	44.54	7508.31	RGWCD
10/1/2025	43.86	7508.99	RGWCD

11/5/2025	43.38	7509.47	RGWCD
12/1/2025	42.55	7510.30	RGWCD
1/6/2026	44.20	7508.65	RGWCD
2/2/2026	41.25	7511.60	RGWCD
3/2/2026	40.86	7511.99	RGWCD
USGS 375009105503001, NA04101002ABA, RGWCD24A			
RG24A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
34.3	37.83712921 N	105.84191175 W	7535.80
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	16.23	7519.57	RGWCD
2/17/2025	16.13	7519.67	RGWCD
3/4/2025	16.49	7519.31	RGWCD,USGS
4/12/2025	16.34	7519.46	RGWCD
5/16/2025	16.32	7519.48	RGWCD
6/13/2025	16.32	7519.48	RGWCD
7/1/2025	16.19	7519.61	RGWCD
8/5/2025	16.34	7519.46	RGWCD
9/2/2025	16.45	7519.35	RGWCD
10/1/2025	16.40	7519.40	RGWCD
11/5/2025	16.36	7519.44	RGWCD
12/1/2025	16.41	7519.39	RGWCD
1/6/2026	16.22	7519.58	RGWCD
2/2/2026	16.23	7519.57	RGWCD
3/2/2026	16.02	7519.78	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)
1/17/2025	15.23	7521.99	RGWCD
2/17/2025	15.16	7522.06	RGWCD
3/11/2025	15.13	7522.09	RGWCD
4/12/2025	15.17	7522.05	RGWCD
5/16/2025	15.07	7522.15	RGWCD
6/16/2025	15.06	7522.16	RGWCD
7/1/2025	15.05	7522.17	RGWCD
8/5/2025	14.90	7522.32	RGWCD
9/2/2025	15.20	7522.02	RGWCD
10/1/2025	15.20	7522.02	RGWCD
11/5/2025	15.25	7521.97	RGWCD
12/1/2025	15.33	7521.89	RGWCD
1/6/2026	15.21	7522.01	RGWCD
2/2/2026	15.44	7521.78	RGWCD
3/2/2026	15.41	7521.81	RGWCD
USGS 374704105590002, NA04100921DAA, RGWCD28-1			
RG28-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.78448396 N	105.98354869 W	7579.49
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	Dry Well	-	RGWCD
3/9/2026	Dry Well	-	RGWCD
USGS 374505105554001, NA04100936DDA, RGWCD28A			
RG28A			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
53.0	37.75197957 N	105.92816372 W	7571.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	41.65	7530.29	RGWCD
2/11/2025	41.50	7530.44	RGWCD
3/27/2025	41.32	7530.62	RGWCD,USGS
4/6/2025	41.28	7530.66	RGWCD
5/16/2025	41.62	7530.32	RGWCD
6/1/2025	41.87	7530.07	RGWCD
7/1/2025	41.87	7530.07	RGWCD
8/1/2025	43.04	7528.90	RGWCD
9/2/2025	43.11	7528.83	RGWCD
10/1/2025	43.73	7528.21	RGWCD
11/5/2025	44.09	7527.85	RGWCD
12/1/2025	43.16	7528.78	RGWCD
1/6/2026	41.70	7530.24	RGWCD
2/2/2026	42.86	7529.09	RGWCD
3/2/2026	42.00	7529.95	RGWCD
USGS 374446106022001, NA04000801AAD, RGWCD29			
RG29			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.74568511 N	106.03849378 W	7608.27
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	Dry Well	-	RGWCD
3/5/2026	Dry Well	-	RGWCD

RGWCD29A			
RG29A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.74810207 N	106.03860429 W	7608.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	Dry Well	-	RGWCD
3/5/2026	Dry Well	-	RGWCD
USGS 374736106053404, NA04100815CCC4, RGWCD29-1			
RG29-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.3	37.79492139 N	106.09337319 W	7622.47
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	Dry Well	-	RGWCD
3/9/2026	Dry Well	-	RGWCD
USGS 374455106085501, NA04100831CCC, RGWCD31			
RG31			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
73.0	37.74863225 N	106.14876475 W	7668.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/17/2025	41.72	7626.58	RGWCD
2/21/2025	42.19	7626.11	RGWCD
3/7/2025	42.10	7626.20	RGWCD
4/6/2025	42.27	7626.03	RGWCD
5/16/2025	No Measurement	-	RGWCD
6/13/2025	No Measurement	-	RGWCD
7/7/2025	No Measurement	-	RGWCD
8/5/2025	42.60	7625.70	RGWCD
9/2/2025	43.86	7624.44	RGWCD
10/8/2025	41.34	7626.96	RGWCD
11/10/2025	41.52	7626.78	RGWCD
12/4/2025	41.90	7626.40	RGWCD
1/8/2026	41.75	7626.55	RGWCD
2/5/2026	41.99	7626.31	RGWCD
3/3/2026	42.00	7626.30	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)
1/17/2025	80.71	7674.87	RGWCD
2/21/2025	79.73	7675.85	RGWCD
3/7/2025	79.54	7676.04	RGWCD
4/7/2025	79.56	7676.02	RGWCD
5/16/2025	80.28	7675.30	RGWCD
6/12/2025	80.82	7674.76	RGWCD
7/7/2025	81.46	7674.12	RGWCD
8/5/2025	81.74	7673.84	RGWCD
9/2/2025	82.15	7673.43	RGWCD
10/8/2025	81.83	7673.75	RGWCD

11/10/2025	81.71	7673.87	RGWCD
12/4/2025	81.22	7674.36	RGWCD
1/8/2026	79.54	7676.04	RGWCD
2/5/2026	79.48	7676.10	RGWCD
3/3/2026	78.60	7676.98	RGWCD
USGS 374046106163801, NA04000625CBC, RGWCD35			
RG35			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
48.0	37.67986113 N	106.27752283 W	7810.76
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	Dry Well	-	RGWCD
2/21/2025	Dry Well	-	RGWCD
3/7/2025	Dry Well	-	RGWCD
4/12/2025	Dry Well	-	RGWCD
5/21/2025	Dry Well	-	RGWCD
6/12/2025	24.93	7785.83	RGWCD
7/7/2025	27.18	7783.58	RGWCD
8/5/2025	Dry Well	-	RGWCD
9/2/2025	Dry Well	-	RGWCD
10/8/2025	Dry Well	-	RGWCD
11/10/2025	Dry Well	-	RGWCD
12/4/2025	Dry Well	-	RGWCD
1/8/2026	Dry Well	-	RGWCD
2/5/2026	Dry Well	-	RGWCD
3/3/2026	Dry Well	-	RGWCD
RGWCD35A			
RG35A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.67984318 N	106.27752760 W	7811.09

Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	43.65	7767.45	RGWCD
2/21/2025	47.79	7763.31	RGWCD
3/7/2025	48.20	7762.90	RGWCD
4/12/2025	49.68	7761.42	RGWCD
5/21/2025	50.22	7760.88	RGWCD
6/12/2025	48.14	7762.96	RGWCD
7/7/2025	46.34	7764.76	RGWCD
8/5/2025	44.87	7766.23	RGWCD
9/2/2025	48.35	7762.75	RGWCD
10/8/2025	45.19	7765.91	RGWCD
11/10/2025	45.08	7766.02	RGWCD
12/4/2025	44.55	7766.55	RGWCD
1/8/2026	44.80	7766.30	RGWCD
2/5/2026	46.65	7764.44	RGWCD
3/3/2026	46.24	7764.85	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)
1/17/2025	32.97	7650.33	RGWCD,USGS
2/17/2025	32.92	7650.38	RGWCD,USGS
3/7/2025	31.94	7651.36	RGWCD,USGS
4/12/2025	31.51	7651.79	RGWCD,USGS
5/21/2025	31.65	7651.65	RGWCD,USGS
6/16/2025	30.59	7652.71	RGWCD,USGS
7/7/2025	31.47	7651.83	RGWCD

8/5/2025	36.61	7646.69	RGWCD
9/2/2025	36.71	7646.59	RGWCD
10/8/2025	36.19	7647.11	RGWCD
11/10/2025	34.45	7648.85	RGWCD
12/4/2025	33.10	7650.20	RGWCD
1/8/2026	33.02	7650.28	RGWCD
2/5/2026	35.02	7648.28	RGWCD
3/3/2026	33.09	7650.21	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)
1/17/2025	40.32	7602.60	RGWCD
2/17/2025	40.27	7602.65	RGWCD
3/11/2025	40.15	7602.77	RGWCD
4/12/2025	40.07	7602.85	RGWCD
5/21/2025	39.86	7603.06	RGWCD
6/16/2025	41.89	7601.03	RGWCD
7/7/2025	41.47	7601.45	RGWCD
8/5/2025	40.17	7602.75	RGWCD
9/2/2025	39.77	7603.15	RGWCD
10/10/2025	39.67	7603.25	RGWCD
11/12/2025	39.82	7603.10	RGWCD
12/9/2025	40.51	7602.41	RGWCD
1/16/2026	40.42	7602.50	RGWCD
2/19/2026	40.38	7602.54	RGWCD
3/9/2026	39.01	7603.91	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)
1/17/2025			RGWCD
2/26/2025	28.83	7587.82	RGWCD
3/7/2025	27.60	7589.05	RGWCD
4/12/2025	28.43	7588.22	RGWCD
5/21/2025	Dry Well	-	RGWCD
6/16/2025	Dry Well	-	RGWCD
7/7/2025	Dry Well	-	RGWCD
8/5/2025	Dry Well	-	RGWCD
9/2/2025	Dry Well	-	RGWCD
10/8/2025	Dry Well	-	RGWCD
11/10/2025	Dry Well	-	RGWCD
12/4/2025	Dry Well	-	RGWCD
1/8/2026	Dry Well	-	RGWCD
2/9/2026	Dry Well	-	RGWCD
3/9/2026	Dry Well	-	RGWCD
USGS 374220105585801, NA04000916DDD, RGWCD39-1			
RG39-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
29.2	37.70534055 N	105.98357822 W	7590.86
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/17/2025	28.69	7562.17	RGWCD
2/17/2025	28.63	7562.23	RGWCD
3/11/2025	28.32	7562.54	RGWCD
4/6/2025	28.23	7562.63	RGWCD

5/21/2025	28.20	7562.66	RGWCD
6/21/2025	28.50	7562.36	RGWCD
7/7/2025	28.42	7562.44	RGWCD
8/5/2025	28.18	7562.68	RGWCD
9/2/2025	29.00	7561.86	RGWCD
10/10/2025	28.81	7562.05	RGWCD
11/13/2025	28.65	7562.21	RGWCD
12/10/2025	28.70	7562.16	RGWCD
1/16/2026	28.73	7562.13	RGWCD
2/19/2026	28.78	7562.08	RGWCD
3/9/2026	28.90	7561.96	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)
1/17/2024	17.46	7557.68	RGWCD
2/11/2025	16.79	7558.35	RGWCD
3/4/2025	16.86	7558.28	RGWCD
4/12/2025	16.63	7558.51	RGWCD
5/16/2025	16.74	7558.40	RGWCD
6/1/2025	17.07	7558.07	RGWCD
7/1/2025	17.08	7558.06	RGWCD
8/1/2025	19.34	7555.80	RGWCD
9/3/2025	19.40	7555.74	RGWCD
10/1/2025	18.93	7556.21	RGWCD
11/5/2025	17.75	7557.39	RGWCD
12/1/2025	17.82	7557.32	RGWCD
1/6/2026	17.57	7557.57	RGWCD
2/2/2026	17.14	7558.00	RGWCD
3/2/2026	17.04	7558.10	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)
1/16/2025	10.78	7531.30	RGWCD
2/11/2025	10.99	7531.09	RGWCD
3/4/2025	11.06	7531.02	RGWCD,USGS
4/12/2025	11.15	7530.93	RGWCD
5/16/2025	11.13	7530.95	RGWCD
6/1/2025	7.88	7534.20	RGWCD
7/1/2025	10.08	7532.00	RGWCD
8/1/2025	11.10	7530.98	RGWCD
9/3/2025	11.21	7530.87	RGWCD
10/1/2025	11.42	7530.66	RGWCD
11/4/2025	11.36	7530.72	RGWCD
12/1/2025	10.90	7531.18	RGWCD
1/6/2026	11.12	7530.96	RGWCD
2/2/2026	11.25	7530.83	RGWCD
3/2/2026	11.42	7530.66	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)
1/16/2025	7.68	7540.60	RGWCD
2/17/2025	7.48	7540.80	RGWCD

3/11/2025	7.68	7540.60	RGWCD
4/6/2025	7.67	7540.61	RGWCD
5/16/2025	7.44	7540.84	RGWCD
6/13/2025	7.35	7540.93	RGWCD
7/1/2025	7.44	7540.84	RGWCD
8/7/2025	7.41	7540.87	RGWCD
9/3/2025	7.88	7540.40	RGWCD
10/1/2025	7.83	7540.45	RGWCD
11/5/2025	7.78	7540.50	RGWCD
12/1/2025	7.75	7540.53	RGWCD
1/8/2026	7.80	7540.48	RGWCD
2/2/2026	7.71	7540.98	RGWCD
3/2/2026	7.85	7540.84	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)
1/16/2025	13.22	7556.60	RGWCD
2/17/2025	13.18	7556.64	RGWCD
3/11/2025	13.05	7556.77	RGWCD
4/6/2025	13.03	7556.79	RGWCD
5/22/2025	12.45	7557.37	RGWCD
6/13/2025	12.20	7557.62	RGWCD
7/17/2025	12.58	7557.24	RGWCD
8/7/2025	12.50	7557.32	RGWCD
9/3/2025	12.71	7557.11	RGWCD
10/10/2025	12.85	7556.97	RGWCD
11/12/2025	12.85	7556.97	RGWCD
12/9/2025	13.03	7556.79	RGWCD
1/8/2026	12.36	7557.46	RGWCD
2/18/2026	13.04	7556.78	RGWCD

3/9/2026	12.65	7557.17	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)
1/16/2025	17.26	7577.51	RGWCD
2/17/2025	17.20	7577.57	RGWCD
3/11/2025	17.68	7577.09	RGWCD
4/6/2025	16.99	7577.78	RGWCD
5/22/2025	17.79	7576.98	RGWCD
6/13/2025	17.72	7577.05	RGWCD
7/17/2025	18.39	7576.38	RGWCD
8/7/2025	18.31	7576.46	RGWCD
9/3/2025	19.46	7575.31	RGWCD
10/10/2025	19.30	7575.47	RGWCD
11/12/2025	19.27	7575.50	RGWCD
12/9/2025	17.99	7576.78	RGWCD
1/16/2026	18.20	7576.57	RGWCD
2/18/2026	18.27	7576.50	RGWCD
3/9/2026	18.41	7576.36	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)
1/16/2025	5.95	7596.35	RGWCD
2/26/2025	6.24	7596.06	RGWCD
3/7/2025	6.25	7596.05	RGWCD
4/6/2025	6.19	7596.11	RGWCD
5/21/2025	5.18	7597.12	RGWCD
6/13/2025	5.48	7596.82	RGWCD
7/7/2025	6.13	7596.17	RGWCD
8/5/2025	6.07	7596.23	RGWCD
9/3/2025	6.19	7596.11	RGWCD
10/10/2025	6.13	7596.17	RGWCD
11/10/2025	6.06	7596.24	RGWCD
12/4/2025	6.27	7596.03	RGWCD
1/8/2026	6.03	7596.27	RGWCD
2/19/2026	5.99	7596.31	RGWCD
3/5/2026	6.10	7596.20	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)
1/16/2025	11.82	7626.89	RGWCD
2/17/2025	11.76	7626.95	RGWCD
3/11/2025	12.58	7626.13	RGWCD
4/6/2025	12.69	7626.02	RGWCD
5/22/2025	12.43	7626.28	RGWCD
6/13/2025	12.73	7625.98	RGWCD
7/17/2025	12.60	7626.11	RGWCD
8/7/2025	12.56	7626.15	RGWCD
9/3/2025	13.99	7624.72	RGWCD

10/10/2025	12.80	7625.91	RGWCD
11/12/2025	12.76	7625.95	RGWCD
12/9/2025	11.92	7626.79	RGWCD
1/16/2026	11.95	7626.76	RGWCD
2/18/2026	12.02	7626.69	RGWCD
3/9/2026	11.98	7626.73	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)
3/30/2025	-10.88	7625.15	RGWCD
12/22/2025	-9.82	7624.09	RGWCD
1/23/2026	-10.32	7624.59	RGWCD
2/24/2026	-10.83	7625.10	RGWCD
3/17/2026	-10.57	7624.84	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)
3/25/2025	-22.10	7618.30	RGWCD

2/24/2026	-21.28	7617.48	RGWCD
3/17/2026	-21.50	7617.70	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)
10/24/2025	3.70	7548.10	RGWCD
11/8/2025	3.67	7548.13	RGWCD
12/23/2025	3.79	7548.01	RGWCD
*Preliminary Measurement			
USGS 373633106040901, NA03900823CAB, RGWCD RIO 3			
RIO 3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
199.0	37.60916667 N	106.06916670 W	7629.37
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	-	-	-
*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			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
3/28/2025	-2.12	7638.56	RGWCD
10/29/2025	-0.05	7636.49	RGWCD
11/25/2025	0.16	7636.28	RGWCD
12/23/2026	0.02	7636.42	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			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
6/12/2025	28.83	7622.79	RGWCD
10/20/2025	29.54	7622.08	RGWCD
11/19/2025	27.21	7624.41	RGWCD
12/4/2025	26.78	7624.84	RGWCD
1/22/2026	26.89	7624.73	RGWCD
2/25/2026	25.75	7625.87	RGWCD
3/17/2026	25.16	7626.46	RGWCD
*Preliminary Measurement			
USGS 375310106021501, NA04200907CCC, RGWCD SAG 2			
SAG 2			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
1987.0	37.73608331 N	105.78032456 W	7567.15
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
3/28/2025	-44.56	7611.71	RGWCD
7/18/2025	-40.03	7607.18	RGWCD
10/20/2025	-39.55	7606.70	RGWCD
12/11/2025	-40.83	7607.98	RGWCD
2/18/2026	-44.61	7611.76	RGWCD
3/16/2026	-45.84	7612.99	RGWCD
*Preliminary Measurement			
USGS 375155106021501, NA04200919CCC1, RGWCD SAG 4			
SAG 4			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2301.0	37.86527760 N	106.03807770 W	7572.18
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
3/28/2025	-47.89	7620.07	RGWCD
4/29/2025	-46.19	7618.37	RGWCD
11/19/2025	-44.40	7616.58	RGWCD
12/22/2025	-45.94	7618.12	RGWCD
1/22/2026	-47.30	7619.48	RGWCD
2/23/2026	-47.84	7620.02	RGWCD
3/16/2026	-48.78	7620.96	RGWCD
*Preliminary Measurement			
USGS 375154106102501, NA04200723CDD, RGWCD SAG 6			

SAG 6			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.86500084 N	106.17419380 W	7634.59
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
5/30/2025	15.1	7619.49	RGWCD
6/12/2025	17.19	7617.40	RGWCD
7/18/2025	18.35	7616.24	RGWCD
8/26/2025	18.12	7616.47	RGWCD
9/17/2025	17.59	7617.00	RGWCD
10/20/2025	18.28	7616.31	RGWCD
11/19/2025	14.35	7620.24	RGWCD
12/9/2025	13.76	7620.83	RGWCD
1/22/2026	13.73	7620.86	RGWCD
2/23/2026	13.55	7621.04	RGWCD
3/17/2026	12.69	7621.90	RGWCD
*Preliminary Measurement			
USGS 375255106084401, NA04200818CCB, RGWCD SAG 9			
SAG 9			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
900.0	37.88194500 N	106.14613690 W	7609.52
Confined Aquifer			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
3/28/2025	-8.86	7618.38	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)
3/28/2025	-34.05	7618.37	RGWCD
4/29/2025	-32.25	7616.56	RGWCD
6/30/2025	-26.04	7610.36	RGWCD
8/1/2025	-23.96	7608.27	RGWCD
9/17/2025	-25.07	7609.39	RGWCD
10/20/2025	-27.82	7612.13	RGWCD
11/19/2025	-31.25	7615.56	RGWCD
12/11/2025	-32.46	7616.78	RGWCD
1/22/2026	-33.49	7617.80	RGWCD
2/23/2026	-34.32	7618.63	RGWCD
3/16/2026	-34.97	7619.29	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 Measurements		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			
	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
3/28/2025	-27.05	7610.23	RGWCD
10/30/2025	-25.36	7608.54	RGWCD
12/22/2025	-25.71	7608.89	RGWCD
1/23/2026	-26.34	7609.52	RGWCD
2/23/2026	-27.07	7610.25	RGWCD
3/17/2026	-26.54	7609.72	RGWCD
*Preliminary Measurement			

USGS 373450105592901, NA03900933ABA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.58871896 N	105.98975942 W	7593.61
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	-	-
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)
-	No Measurement	-	-
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)
1/15/2025	7.64	7534.51	USBR
2/15/2025	7.65	7534.50	USBR
3/15/2025	7.65	7534.50	USBR
4/15/2025	7.66	7534.49	USBR
5/15/2025	7.68	7534.47	USBR
6/15/2025	7.53	7534.62	USBR
7/15/2025	7.76	7534.39	USBR
8/15/2025	7.96	7534.19	USBR
8/17/2025	7.97	7534.18	USBR
9/15/2025	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)

1/15/2025	8.57	7533.58	USBR
2/15/2025	8.30	7533.85	USBR
3/15/2025	8.18	7533.97	USBR
4/15/2025	8.10	7534.05	USBR
5/15/2025	8.12	7534.03	USBR
6/15/2025	8.34	7533.81	USBR
7/15/2025	9.88	7532.27	USBR
8/15/2025	10.33	7531.82	USBR
8/17/2025	10.39	7531.76	USBR
9/15/2025	9.88	7532.27	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)
-	No Measurement	-	-
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)
-	No Measurement	-	-
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	-	-
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)
2/7/2025	22.20	7523.09	USBR
3/15/2025	22.09	7523.20	USBR
4/15/2025	22.00	7523.29	USBR
5/20/2025	21.95	7523.34	USBR
6/15/2025	21.99	7523.30	USBR
7/15/2025	22.03	7523.26	USBR
8/15/2025	22.08	7523.21	USBR
8/21/2025	22.09	7523.20	USBR
9/15/2025	1/22/1900	8/5/1920	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)
2/7/2025	20.65	7524.64	USBR
3/15/2025	20.65	7524.64	USBR
4/15/2025	20.65	7524.64	USBR
5/20/2025	20.62	7524.67	USBR
6/15/2025	20.48	7524.81	USBR
7/15/2025	22.86	7522.43	USBR
8/15/2025	23.18	7522.11	USBR
8/21/2025	23.47	7521.82	USBR
9/15/2025	1/21/1900	8/5/1920	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)
-	No Measurement	-	-
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)
1/19/2025	20.67	7528.09	USBR
2/7/2025	20.6	7528.16	USBR
3/15/2025	20.48	7528.28	USBR

4/15/2025	20.41	7528.35	USBR
5/15/2025	20.55	7528.21	USBR
6/15/2025	20.58	7528.18	USBR
7/15/2025	20.91	7527.85	USBR
8/14/2025	21.59	7527.17	USBR
9/15/2025	22.30	7526.46	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)
1/19/2025	20.08	7528.68	USBR
2/7/2025	20.36	7528.4	USBR
3/15/2025	20.33	7528.43	USBR
4/15/2025	20.36	7528.40	USBR
5/15/2025	20.39	7528.37	USBR
6/15/2025	20.8	7527.96	USBR
7/15/2025	26.19	7522.57	USBR
8/14/2025	31.11	7517.65	USBR
9/15/2025	23.41	7525.35	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)

-	No Measurement	-	-
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)
-	No Measurement	-	-
USGS 373830106094001, NA03900712BAB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
107.0	37.64721312 N	106.16301961 W	USGS
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	-	-
USGS 373920106113001, NA03900703ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.66029452 N	106.19497384 W	7726.4
Unconfined Aquifer			

	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	-	-
USGS 373924106084801, NA03900806BBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
14.0	37.66108539 N	106.14822280 W	7684.6
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	-	-
USGS 374032106060202, NA04000828DBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
50.0	37.6828903 N	106.1029714 W	USGS
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	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)
-	No Measurement	-	-
USGS 374305106163701, NA04000614AAA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
21.0	37.7191413 N	106.279449 W	7798.67
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	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)
-	No Measurement	-	-
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)
-	No Measurement	-	-
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)
1/15/2025	31.80	7523.45	USBR
2/15/2025	31.59	7523.66	USBR
3/15/2025	31.43	7523.82	USBR
4/15/2025	31.28	7523.97	USBR
5/15/2025	31.16	7524.09	USBR
6/13/2025	31.14	7524.11	USBR
6/28/2025	31.50	7523.75	USBR
8/15/2025	32.61	7522.64	USBR
9/15/2025	32.86	7522.39	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)
1/15/2025	31.16	7524.09	USBR
2/15/2025	30.93	7524.32	USBR
3/15/2025	30.75	7524.50	USBR
4/15/2025	31.21	7524.04	USBR
5/15/2025	30.66	7524.59	USBR
6/13/2025	33.17	7522.08	USBR
6/28/2025	38.57	7516.68	USBR
8/15/2025	36.82	7518.43	USBR
9/15/2025	33.06	7522.19	USBR
USGS 374630106010501, NA04100920CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
112.0	37.77838865 N	106.02046800 W	7591.21
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	-	-
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)
-	No Measurement	-	-
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)
1/15/2025	37.45	7517.50	USBR
2/26/2025	37.27	7517.68	USBR
3/15/2025	37.04	7517.91	USBR
5/22/2025	36.86	7518.09	USBR
6/23/2025	37.42	7517.53	USBR
8/15/2025	38.94	7516.01	USBR
8/23/2025	39.16	7515.79	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)
1/15/2025	36.85	7518.10	USBR
2/26/2025	36.55	7518.40	USBR

3/15/2025	36.59	7518.36	USBR
5/22/2025	36.80	7518.15	USBR
6/23/2025	40.16	7514.79	USBR
8/15/2025	41.32	7513.63	USBR
8/23/2025	41.78	7513.17	USBR
			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	-	-
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)
1/15/2025	44.59	7515.29	USBR
2/17/2025	44.19	7515.69	USBR
3/15/2025	44.00	7515.88	USBR
4/15/2025	43.87	7516.01	USBR
5/6/2025	43.70	7516.18	USBR
6/18/2025	43.95	7515.93	USBR

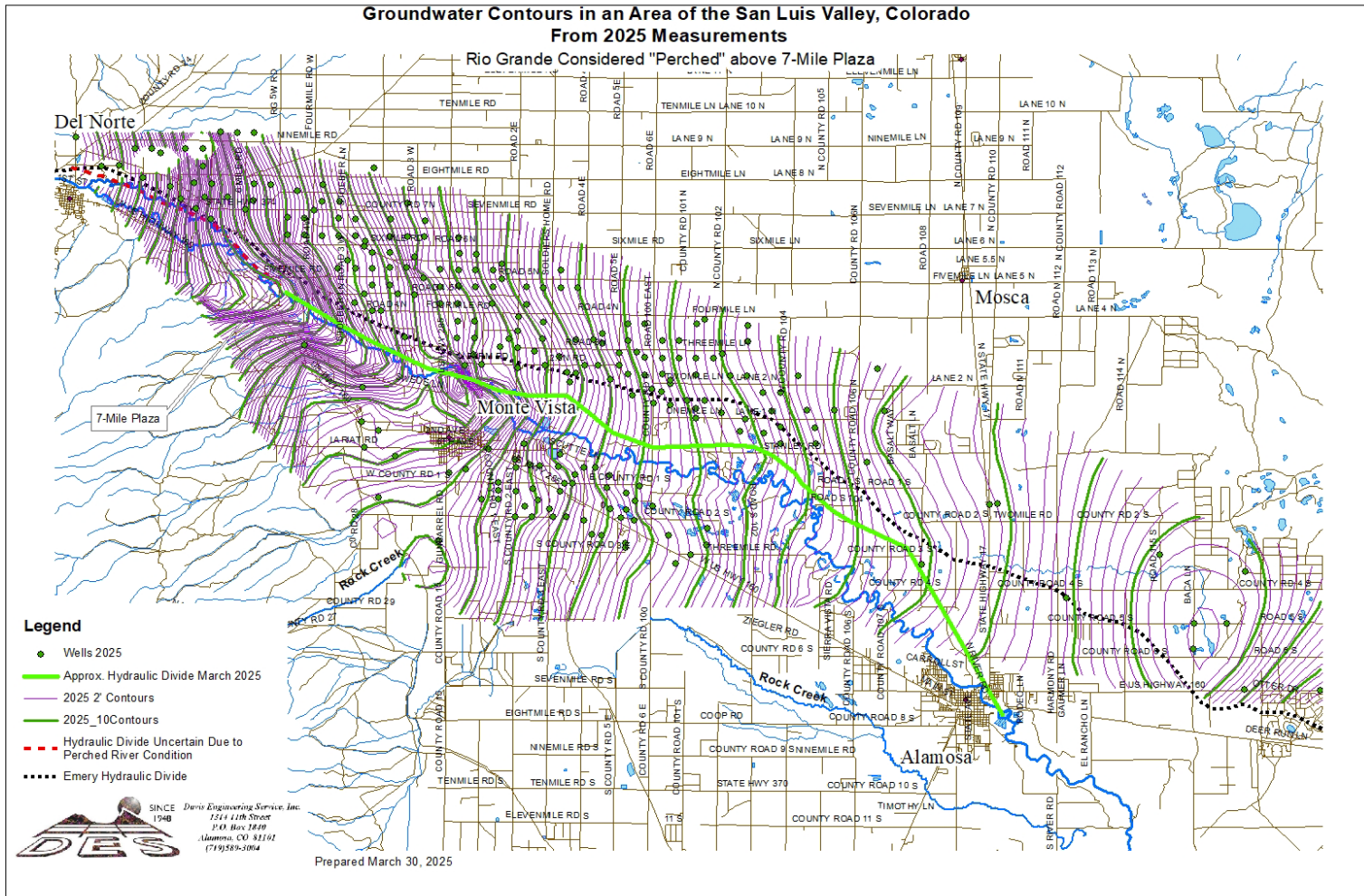
7/15/2025	44.65	7515.23	USBR
8/15/2025	45.19	7514.69	USBR
9/15/2025	45.01	7514.87	USBR
			USBR
USGS 375011105575401, NA04200934DDD1			
EW-49U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.83609425 N	105.96537466 W	7560.23
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2025	31.11	7529.12	USBR
2/16/2025	30.88	7529.35	USBR
3/15/2025	30.69	7529.54	USBR
4/15/2025	30.50	7529.73	USBR
5/15/2025	30.36	7529.87	USBR
6/14/2025	30.45	7529.78	USBR
7/10/2025	30.86	7529.37	USBR
8/10/2025	31.24	7528.99	USBR
9/14/2025	31.31	7528.92	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)
1/15/2025	31.02	7529.21	USBR
2/16/2025	30.79	7529.44	USBR
3/15/2025	30.60	7529.63	USBR

4/15/2025	30.47	7529.76	USBR
5/15/2025	30.33	7529.90	USBR
6/14/2025	30.77	7529.46	USBR
7/10/2025	31.33	7528.90	USBR
8/10/2025	31.47	7528.76	USBR
9/14/2025	31.31	7528.92	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)
1/15/2025	34.03	7516.9	USBR
2/15/2025	33.76	7517.17	USBR
3/15/2025	33.51	7517.42	USBR
4/15/2025	33.36	7517.57	USBR
5/15/2025	33.22	7517.71	USBR
6/15/2025	33.54	7517.39	USBR
7/15/2025	34.13	7516.8	USBR
8/15/2025	34.72	7516.21	USBR
9/15/2025	34.86	7516.07	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)

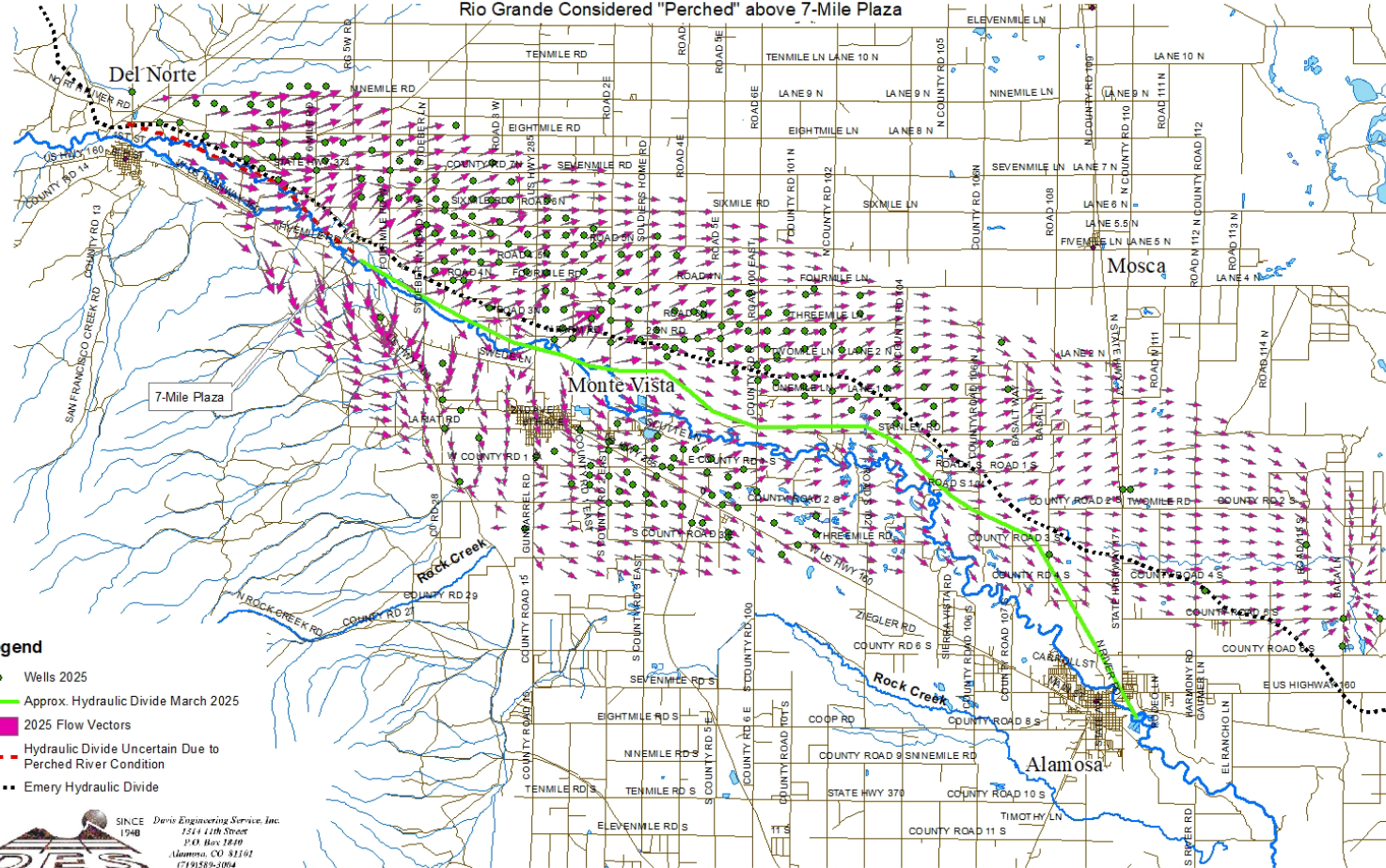
1/15/2025	32.06	7518.87	USBR
2/15/2025	31.66	7519.27	USBR
3/15/2025	31.39	7519.54	USBR
4/15/2025	33.37	7517.56	USBR
5/15/2025	32.24	7518.69	USBR
6/15/2025	38.05	7512.88	USBR
7/15/2025	41.65	7509.28	USBR
8/15/2025	36.09	7514.84	USBR
9/15/2025	33.27	7517.66	USBR
USGS 375155106105501, NA04200723CCC			
Well 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)
-	No Measurement	-	-

APPENDIX K

MAPS OF HYDRAULIC DIVIDE SHOWING GROUNDWATER CONTOURS AND FLOW VECTORS PREPARED FROM SPRING 2025 WELL MEASUREMENTS



Groundwater Flow Vectors in an Area of the San Luis Valley, Colorado
From 2025 Measurements
Rio Grande Considered "Perched" above 7-Mile Plaza



- Legend**
- Wells 2025
 - Approx. Hydraulic Divide March 2025
 - 2025 Flow Vectors
 - - - Hydraulic Divide Uncertain Due to Perched River Condition
 - Emery Hydraulic Divide



Prepared March 30, 2026

Appendix L - Subdistrict No. 1 Sustainability 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#3	2014	Perm	NE 08-40-10	124.9	2013956					
ALA#6	2014	Perm	SW 24-39-09	126	2005950	2005951	2005955			
ALA#7	2014	Perm	NE 06-38-10	119.5	2014091	2006322	2006321	2014092		
ALA#8	2014	Perm	SE 06-38-10	119.2	2006327	2006328				
ALA#9	2014	Perm	SW 06-38-10	121.1	2006325	2006326				
ALA#10	2014	Perm	NE 08-38-10	118.1	2006332	2006331				
ALA#12	2014	Perm	NE 07-39-11	122.8	2006684	2006685	2006686			
ALA#15	2014	Perm	SW 31-39-10	67	2014274	2014107	2005512	2005448		
SAG#6	2015	Perm	NE 23-42-07	114.1	2705248					
ALA#17	2015	Perm	SE 08-40-10	118.6	2005098					
ALA#18	2015	Perm	SW 08-40-10	122	2008177	2008178	2013955			
ALA#22	2015	Perm	SE 24-39-09	121	2006005	2006656	2005171	2006655		
ALA#23	2015	Perm	NW 06-38-10	124.66	2006323	2006324	2014088			
ALA#25	2015	Perm	SE 25-39-09	80	2008223	2008224	2008225	2014054		
RG#4	2016	Perm	N1/2N1/2 23-39-08	149.8	2005121	2008772				
ALA#26	2016	Perm	NW 20-39-10	110	2005476	2005537	2005538	2014266		
ALA#27	2016	Perm	NE 20-39-10	110	2005769	2005770	2005771	2014270		
ALA#28	2016	Perm	SE 20-39-10	110	2005766	2005767	2005768	2014267	2014268	
ALA#29	2016	Perm	NE 03-39-09	92.9	2008439					
ALA#30	2016	Perm	NW 03-39-09	122.3	2008440	2208441				
ALA#31	2016	Perm	SW 03-39-09	94	2009992					
ALA#32	2016	Perm	SE 23-39-09	123	2009197	2014045	2014046			
ALA#33	2016	Perm	NE 24-39-09	126	2006003	2006004	2006653	2006654	2014311	
ALA#34	2016	Perm	NW 24-39-09	126	2005952	2005953	2005954			
ALA#38	2018	Perm	SE 05-38-10	121.28	2014309	2006334	2014080	2006333		
ALA#39	2018	Perm	NE 05-38-10	120.5	2006337	2006338	2014081	2014082		
SAG#33	2020	Perm	NW 28-41-09	122.8	2008239					
SAG#34	2020	Perm	SE 10-41-09	122	2705472					
ALA#40	2020	Perm	SE 12-40-09	118	2010499	2010500	2013906	2014178		
ALA#41	2020	Perm	SW 34-40-09	121.84	2006528	2006529				
ALA#42	2020	Perm	NE 22-40-09	120	2014189	2009110				
ALA#43	2021	Perm	NE 07-40-10	120	2008146	2008147	2013953			
ALA#44	2021	Perm	NE 24-40-10	120.01	2005665	2005664	2005666			
ALA#45	2021	Perm	NW 24-40-10	120.1	2005662	2005663				
ALA#47	2021	Perm	SW 11-39-09	120.11	2008389	2014023				
SAG#39	2024	Perm	SE1/4 21-42-7	122.94	2705229					

Appendix L - Subdistrict No. 1 Sustainability Programs

Temporary CREP										
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3	WDID4	WDID5	Return Year
SAG#1	2014	Temp	NE 09-41-08	144	2705126					2029
SAG#2	2014	Temp	NW 09-41-08	144	2705519	2706148				2029
SAG#3	2014	Temp	S1/2NE1/4 NENE 15-41-07 NW 14-41-07	210	2705342	2706196				2029
SAG#4	2014	Temp	S1/2NW1/4 15-41-07	60	2705341	2706195				2029
RG#1	2014	Temp	NW 06-40-08	130	2006478	2008677	2008678	2012887		2029
RG#2	2014	Temp	SE 10-39-09	120.4	2005857	2008391				2029
ALA#2	2014	Temp	NW 23-39-09	120	2005642	2005643	2014474			2029
ALA#11	2014	Temp	NW 12-40-10	121.5	2006153	2013962				2029
SAG#7	2015	Temp	N1/2SE1/4 NE 17-41-07	172.09	2705318					2030
SAG#8	2015	Temp	SW 33-41-07	113	2012537	2014288				2030
SAG#9	2015	Temp	NW N1/2SW 16-41-07	191	2706253	2705317				2030
SAG#10	2015	Temp	SE 05-41-07	116.5	2705186	2705328				2030
SAG#11	2015	Temp	SE 14-41-07	120	2705054					2030
ALA#16	2015	Temp	SW 13-40-09	124	2008155	2008156				2030
ALA#19	2015	Temp	SE 36-40-10	120	2008129	2008130	2014244			2030
ALA#21	2015	Temp	NE 31-40-10	129	2005921	2005941	2006283	2006525		2030
ALA#24	2015	Temp	NW 05-38-10	120.97	2006335	2006336	2014086	2014087		2030
SAG#12	2016	Temp	NE 22-41-07	120	2706014					2031
SAG#13	2016	Temp	SW 11-41-07	124	2706246					2031
RG#3	2016	Temp	NW 1/4 & N/2 SW 1/4 5-39-7	139.9	2005886	2005868				2031
RG#7	2016	Temp	SE 31-40-07	122	2005595					2031
RG#8	2016	Temp	NE 19-39-08	123.32	2013377	2013618				2031
ALA#35	2016	Temp	SW 23-40-09	122	2005133	2005533				2031
SAG#14	2017	Temp	SW 24-41-07	120	2705344					2032
SAG#15	2017	Temp	SE 04-41-07	122.4	2705067	2705068	2705523			2032
SAG#16	2017	Temp	SW 04-41-07	123.4	2705069	2705070				2032
ALA#36	2017	Temp	SW 16-40-09	113.92	2009113					2032
SAG#17	2018	Temp	SE 24-42-08	120	2705293					2033
SAG#18	2018	Temp	SW 24-42-08	120.35	2705290					2033
SAG#19	2018	Temp	SE 33-42-07	114.32	2705224					2033
SAG#20	2018	Temp	SW 34-42-07	124.78	2705225					2033
SAG#21	2018	Temp	SE 34-42-07	125.58	2705225					2033
SAG#22	2018	Temp	NE 33-42-07	119.3	2705224					2033
SAG#23	2018	Temp	SE 10-41-07	123	2705197	2705359				2033
SAG#24	2018	Temp	NE 22-42-07	125.15	2705246	2706237				2033
SAG#25	2018	Temp	SW 03-41-07	126.1	2705006	2705790				2033
SAG#26	2018	Temp	NW 03-41-07	126.3	2705184					2033
SAG#27	2018	Temp	NE 04-41-07	125.5	2705185	2705356				2033
SAG#28	2018	Temp	NW 04-41-07	53.6	2705327					2033
ALA#37	2018	Temp	NW 01-40-09	106	2005774	2005775				2033
SAG#29	2019	Temp	NE 20-40-07	112.81	2013784					2034
SAG#30	2019	Temp	NW 34-42-07	126.95	2705259	2705021	2705020			2034
SAG#31	2019	Temp	NE 34-42-07	118.9	2706194					2034
RG#9	2019	Temp	SW 33-40-07	118.36	2006376	2006375				2034
RG#10	2019	Temp	SE 29-40-07	120	2005127	2005168				2034
SAG#32	2020	Temp	NE 23-41-07	120	2705347	2706258				2035
RG#11	2022	Temp	SW 15-40-06	100	2005116					2037
SAG#35	2023	Temp	SE 35-41-07	120	2009940	2013577				2038
SAG#36	2023	Temp	NE 35-41-07	130.02	2005038	2010590	2014490			2038
SAG#37	2023	Temp	NW 23-42-07	114.54	2705247					2038
SAG#38	2023	Temp	NW 18-41-08	120	2705080					2038
RG#12	2024	Temp	NW1/4 22-40-06	121.92	2013928	2011009				2038
RG#13	2024	Temp	SE1/4 23-40-06	126.15	2008191					2038

Appendix L - Subdistrict No. 1 Sustainability 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	
2025_Fallow_10	2025	SD1 Fallow	NW 29-40-7	115	2013858	2009123				2026	
2025_Fallow_100	2025	SD1 Fallow	NW 3-41-9	120	2705114					2026	
2025_Fallow_11	2025	SD1 Fallow	NE 30-40-7	115	2009120	2009123				2026	
2025_Fallow_12	2025	SD1 Fallow	NE 25-40-6	140	2008662	2008663				2026	
2025_Fallow_21	2025	SD1 Fallow	NE 16-39-8	119	2005694	2005695				2026	
2025_Fallow_22	2025	SD1 Fallow	NW 4-39-8	107	2008823	2008826				2026	
2025_Fallow_23	2025	SD1 Fallow	SW 4-40-8	122	2005159	2013444				2026	
2025_Fallow_24	2025	SD1 Fallow	NW 16-39-8	111	2008932	2008935				2026	
2025_Fallow_25	2025	SD1 Fallow	NW 34-40-8	119	2008479	2013568				2026	
2025_Fallow_26	2025	SD1 Fallow	SE 34-40-8	121	2008503	2013585				2026	
2025_Fallow_27	2025	SD1 Fallow	NE 8-39-8	105	2005175	2009222	2013242	2014338		2026	
2025_Fallow_28	2025	SD1 Fallow	NW 12-39-8	109	2013366	2008876				2026	
2025_Fallow_29	2025	SD1 Fallow	SE 32-40-8	126	2006659	2008887	2008888			2026	
2025_Fallow_30	2025	SD1 Fallow	SW 31-40-9	119	2005212	2014194				2026	
2025_Fallow_31	2025	SD1 Fallow	NE 4-39-8	118	2008918	2013340				2026	
2025_Fallow_32	2025	SD1 Fallow	N1/2 NW 24-41-8	64	2706280					2026	
2025_Fallow_33	2025	SD1 Fallow	SW 18-41-9	126	2705160	2705163	2705481			2026	
2025_Fallow_34	2025	SD1 Fallow	SE 18-41-9	126	2705161	2705162				2026	
2025_Fallow_35	2025	SD1 Fallow	NE 24-41-8	126	2705413	2706282				2026	
2025_Fallow_36	2025	SD1 Fallow	SE 29-41-9	126	2006602	2013856				2026	
2025_Fallow_37	2025	SD1 Fallow	SE 13-41-8	126	2705414	2706268				2026	
2025_Fallow_38	2025	SD1 Fallow	NE 18-41-9	126	2705166	2705754				2026	
2025_Fallow_39	2025	SD1 Fallow	NW 18-41-9	126	2705164	2705167				2026	
2025_Fallow_4	2025	SD1 Fallow	NE 24-40-6	120	2005648					2026	
2025_Fallow_40	2025	SD1 Fallow	NW 13-41-8	126	2705427	2705853	2706269			2026	
2025_Fallow_41	2025	SD1 Fallow	NE 13-41-8	126	2706267					2026	
2025_Fallow_42	2025	SD1 Fallow	SE 9-41-9	90	2705104	2705108				2026	
2025_Fallow_43	2025	SD1 Fallow	SW 9-41-9	126	2705107	2705109				2026	
2025_Fallow_44	2025	SD1 Fallow	SE 12-41-8	126	2705141	2705218	2705873			2026	
2025_Fallow_45	2025	SD1 Fallow	SE 8-41-9	126	2705470	2705755				2026	
2025_Fallow_46	2025	SD1 Fallow	NE 9-41-9	126	2705102	2705105				2026	
2025_Fallow_47	2025	SD1 Fallow	SW 4-41-9	126	2705168	2705173				2026	
2025_Fallow_48	2025	SD1 Fallow	NW 9-41-9	126	2705103	2706287				2026	
2025_Fallow_49	2025	SD1 Fallow	SE 4-41-9	126	2705169	2705170				2026	
2025_Fallow_5	2025	SD1 Fallow	SE 24-40-6	120	2006402					2026	
2025_Fallow_50	2025	SD1 Fallow	NE 12-41-8	126	2705143	2705217				2026	
2025_Fallow_51	2025	SD1 Fallow	SE 5-41-9	126	2705200	2705201				2026	
2025_Fallow_52	2025	SD1 Fallow	SW 5-41-9	126	2705203	2705467				2026	
2025_Fallow_53	2025	SD1 Fallow	NW 4-41-9	126	2705172					2026	
2025_Fallow_54	2025	SD1 Fallow	NE 4-41-9	126	2705174					2026	
2025_Fallow_55	2025	SD1 Fallow	NE 6-41-9	126	2705210	2705211	2705734			2026	
2025_Fallow_56	2025	SD1 Fallow	NW 5-41-9	126	2705202	2705204				2026	
2025_Fallow_57	2025	SD1 Fallow	NE 5-41-9	126	2705205					2026	
2025_Fallow_58	2025	SD1 Fallow	SW 8-41-9	128	2705907	2706288				2026	
2025_Fallow_59	2025	SD1 Fallow	NW 6-41-9	126	2705208	2705209	2705466			2026	
2025_Fallow_60	2025	SD1 Fallow	SE 7-41-9	125	2705482	2706285				2026	
2025_Fallow_61	2025	SD1 Fallow	NE 8-41-9	125	2705095	2705096				2026	
2025_Fallow_62	2025	SD1 Fallow	NW 8-41-9	125	2705458	2706297				2026	
2025_Fallow_63	2025	SD1 Fallow	SE 21-41-9	126	2706114					2026	
2025_Fallow_64	2025	SD1 Fallow	SW 21-41-9	126	2705465	2706289				2026	
2025_Fallow_65	2025	SD1 Fallow	SW 13-41-8	160	2705415	2706266				2026	
2025_Fallow_66	2025	SD1 Fallow	S1/2 NW 24-41-8	75	2705743	2705744	2706281			2026	
2025_Fallow_67	2025	SD1 Fallow	NW 32-41-9	126	2005716	2005717				2026	
2025_Fallow_7	2025	SD1 Fallow	NE 3-40-7	125	2006646	2006647				2026	
2025_Fallow_71	2025	SD1 Fallow	NE 7-41-8	125	2705432	2705433				2026	
2025_Fallow_75	2025	SD1 Fallow	NW 2-39-7	95	2014566					2026	
2025_Fallow_8	2025	SD1 Fallow	SE 10-40-9	120	2005609	2009525	2009526	2013332		2026	
2025_Fallow_80	2025	SD1 Fallow	SW 19-40-9	160	2005822	2005823	2010820			2026	
2025_Fallow_81	2025	SD1 Fallow	SE 31-41-10	120	2010180	2008027				2026	
2025_Fallow_83	2025	SD1 Fallow	SW 35-40-9	120	2014197	2005756	2005757			2026	
2025_Fallow_84	2025	SD1 Fallow	NW 2-39-9	120	2014041	2005842	2005843			2026	
2025_Fallow_87	2025	SD1 Fallow	SW 1-39-8	127	2008965	2008967	2008968	2009221	2013506	2026	
2025_Fallow_88	2025	SD1 Fallow	SE 1-39-8	126	2005037	2006483	2010587			2026	
2025_Fallow_89	2025	SD1 Fallow	NE 23-39-9	120	2009196	2014048	2014049			2026	
2025_Fallow_9	2025	SD1 Fallow	NE 30-40-9	126	2005859	2008788	2008789			2026	

Appendix L - Subdistrict No. 1 Sustainability Programs

2025_Fallow_90	2025	SD1 Fallow	NE 11-40-8	120	2005706	2005707	2009302	2009306	2026
2025_Fallow_92	2025	SD1 Fallow	SE 24-40-7	117	2005540	2005590	2008376		2026
2025_Fallow_93	2025	SD1 Fallow	NW 19-40-8	121	2005589	2012524	2012525	2016520	2026
2025_Fallow_94	2025	SD1 Fallow	SW 30-40-7	117	2013756				2026
2025_Fallow_96	2025	SD1 Fallow	NW 10-41-9	120	2705106				2026
2025_Fallow_97	2025	SD1 Fallow	SW 17-41-9	120	2705091	2705092			2026
2025_Fallow_98	2025	SD1 Fallow	SW 3-41-9	120	270511	2705113			2026
2025_Fallow_99	2025	SD1 Fallow	NW 17-41-9	120	2706144	2706151			2026

Appendix L - Subdistrict No. 1 Sustainability Programs

Description of eligibility for program: Subdistrict No. 1 acting through its Water Activity Enterprise agreed to accept bids from Producers wishing to permanently retire all pumping associated with specific parcels of land. Bids were accepted by Subdistrict No. 1 and ranked based upon factors such as price and past pumping history. Successful bids were accepted and ownership of the well permits was transferred to Subdistrict No. 1. Additionally, the lands previously served by the Wells are permanently encumbered with a covenant that prevents the use of any groundwater for irrigation purposes on that land.

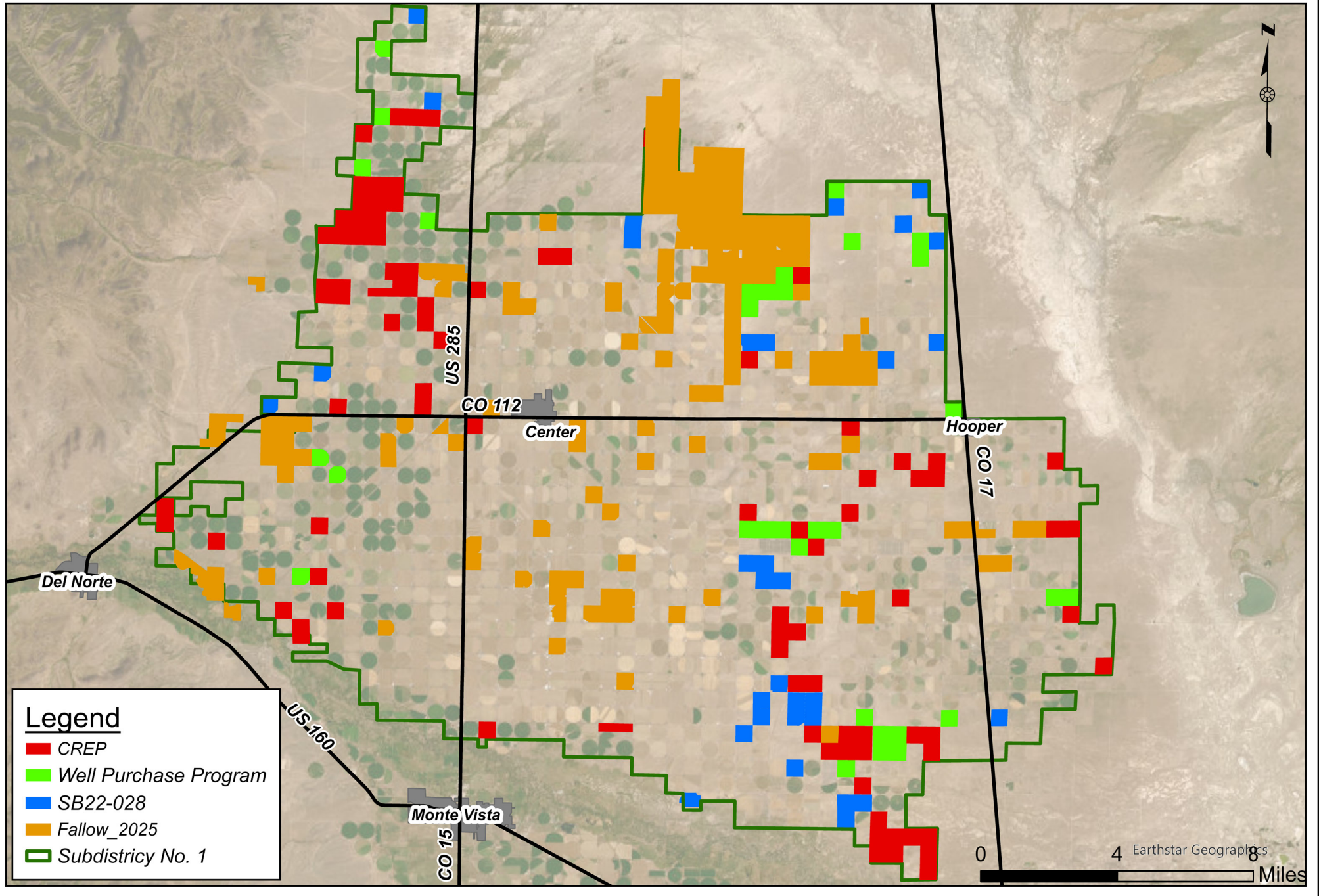
Subdistrict 1 Well Purchase Program									
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3	WDID4	
2021-01	2022	Permanent	SE 22-40-09	125	2005698	2005699			
2021-02	2022	Permanent	NW 21-40-09	135	2006297	2006298	2014188		
2021-03	2022	Permanent	NW 23-40-09	123	2005132	2005451			
2021-04	2022	Permanent	NE 16-41-09	130	2705474				
2021-05	2022	Permanent	SE 13-39-09	117	2005676	2005677	2013934	2013935	
2021-06	2022	Permanent	NE 23-40-09	122	2005134	2005534			
2021-07	2022	Permanent	SW 33-41-10	97	2009617				
2021-08	2022	Permanent	NE 19-39-10	121	2008204				
2021-09	2022	Permanent	SW 19-39-10	125	2008203				
2021-10	2022	Permanent	NW 08-41-10	125	2705498				
2021-11	2022	Permanent	NE 35-42-09	128	2705307				
2022-1-01	2023	Permanent	NW 19-39-10	130	2005604				
2022-1-02	2023	Permanent	SE 19-39-10	128	2005603				
2022-1-03	2023	Permanent	SW 09-40-07	119	2011877	2006565	2006566		
2022-1-04	2023	Permanent	SW 16-39-10	124	2006289	2014265	2006288		
2022-1-05	2023	Permanent	SW 10-41-09	121	2705473				
2022-1-06	2023	Permanent	SW 01-41-09	124	2705548				
2022-1-07	2023	Permanent	NE 21-40-09	121	2006307	2006306	2006670		
2022-1-08	2023	Permanent	NW 22-40-09	124	2006668	2006669			
2022-2-01	2023	Permanent	NW 16-41-09	123	2705476				
2023-01	2024	Permanent	NE 02-41-07	124	2705117	2705116			
2023-02	2024	Permanent	SW 29-40-07	130	2009121	2009122			
2023-03	2024	Permanent	SW 16-41-09	129	2705478				
2023-05	2024	Permanent	SW 05-41-10	123	2705499	2706226			
2023-06	2024	Permanent	NW 15-41-09	120	2705475				
2023-07	2024	Permanent	N1/2 36-40-10	240	2008173	2008172	2008214	2008215	
2023-08	2024	Permanent	NW 25-39-09	123	2006570	2006571			
2023-09	2024	Permanent	SE 28-42-07	118	2705227				

Description of eligibility for program: The Rio Grande Water Conservation District, in cooperation with the Division of Water Resources, and the Colorado Water Conservation Board developed a program to expend grant funds that were dedicated to the Rio Grande Basin through the Groundwater Compact Compliance and Sustainability Fund (Program). The Program is dedicated to funding producers to permanently reduce groundwater withdrawals from non-exempt wells. To qualify, a quarter must have been irrigated with at least 50 AF for five out of the ten years between 2013 and 2022. Subdistrict No. 1 agreed to "incentivize" the Program and provide producers with additional funds to enroll in the Program. Successful applicants were accepted and ownership of the well permits was transferred to the Rio Grande Water Conservation District. Additionally, the lands previously served by the wells are permanently encumbered with a covenant that provides for either full or partial dry-up of all acres previously served by the wells.

Groundwater Compact Compliance and Sustainability Fund (SB22-028)									
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3		
004	2024	Full Dry-Up	SE 14-42-07	125	2705244				
008	2024	Full Dry-Up	SW 27-40-09	118	2010788	2005909			
009	2024	Full Dry-Up	NE 2-41-08	121	2705378				
009	2024	Full Dry-Up	SE 2-41-08	131	2705440				
011	2024	Full Dry-Up	NE 15-39-09	119	2006679				
011	2024	Full Dry-Up	SE 15-39-09	119	2005923	2006678			
117	2024	Full Dry-Up	SE 35-42-09	125	2705306	2706239			
118	2024	Full Dry-Up	NW 32-42-10	125	2705223	2706223			
119	2024	Full Dry-Up	SW 10-39-09	123	2008390	2014022			
120	2024	Full Dry-Up	NW 21-39-09	122	2006637	2006643	2008720		
121	2024	Full Dry-Up	NE 16-39-09	120	2009934	2014527			
121	2024	Full Dry-Up	NE 27-39-09	130	2008186	2008187	2013986		
121	2024	Full Dry-Up	NW 28-40-09	123	2008476	2008482	2012223		
121	2024	Full Dry-Up	NE 28-40-09	126	2008480	2008481	2008474		
122	2024	Full Dry-Up	SE 05-41-10	125	2705500	2706225			
123	2024	Full Dry-Up	NE 06-41-10	120	2705507	2706229			
125	2024	Partial Dry-Up	SW 31-41-07	124	2012450				
126	2024	Full Dry-Up	NW 02-42-07	117	2705235				
231	2024	Full Dry-Up	NW 36-39-09	126	2014120	2014121			
231	2024	Full Dry-Up	SW 36-39-09	120	2014119	2014118			
231	2024	Full Dry-Up	NE 36-39-09	125	2014116	2014117	2014060		
233	2024	Full Dry-Up	SE 16-39-09	122	2008008	2013804			
235	2024	Full Dry-Up	SE 28-40-09	124	2010786				
239	2025	Full Dry-Up	SE 29-41-07	120	2013249				
340	2025	Full Dry-Up	SW 14-39-09	119	2005571	2005572			
340	2025	Full Dry-Up	NW 14-39-09	125	2009049	2014027			
342	2025	Full Dry-Up	SE 15-39-10	122	2006604	2006605	2006606		

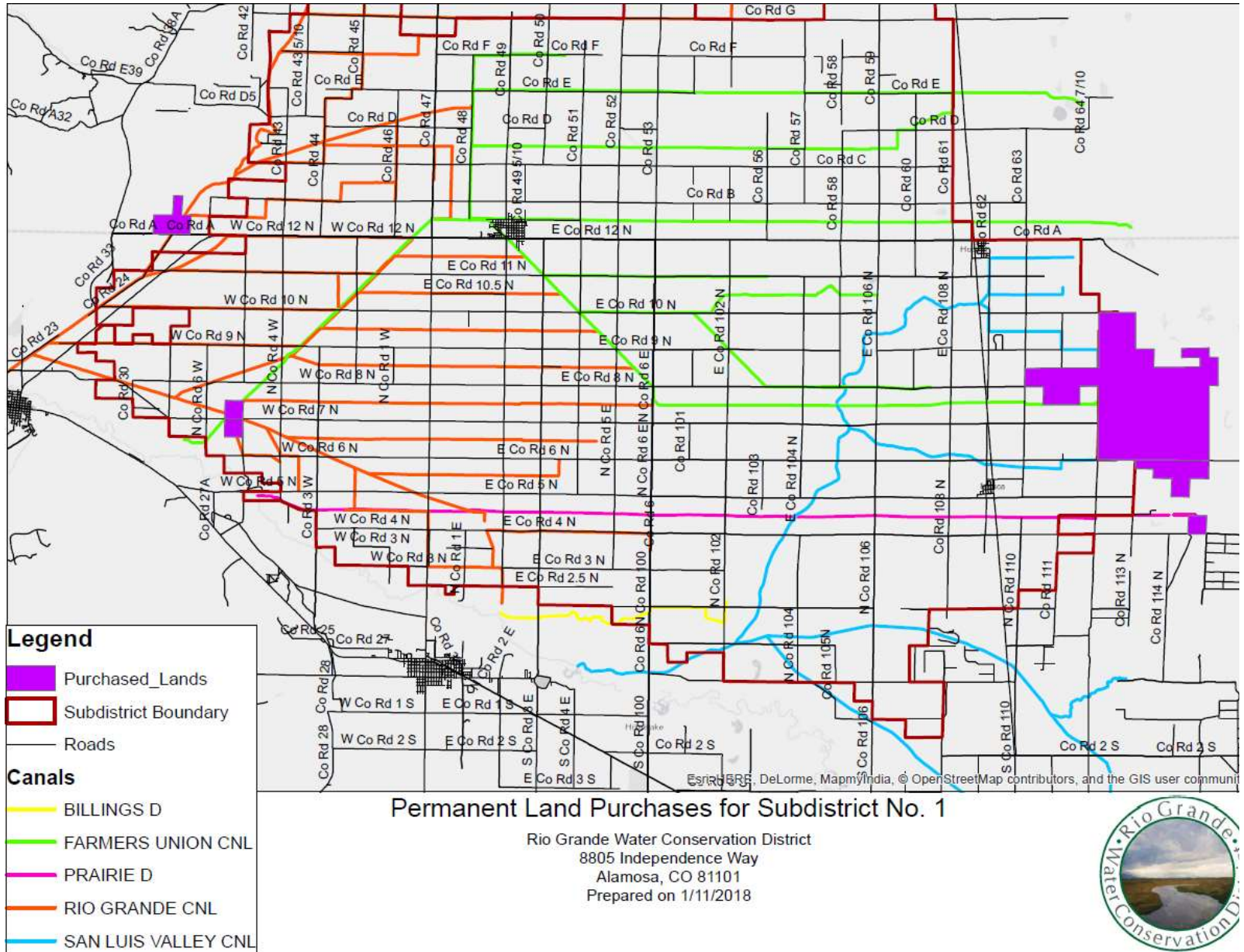
Appendix L

Subdistrict No. 1 Sustainability Programs



Appendix M

Permanent Subdistrict #1/RGWCD Purchase



APPENDIX N

March 6, 2026

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, 2027.

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 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 6 day of March, 2026.

ATTEST:

Signed:  _____ Date: 3/6/2026

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, 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 2026.

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, 2026 through April 30, 2027)

AC Three Years (May 1, 2026 through April 30, 2029)

- 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 2026 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 Annual Replacement Plans for the duration of this agreement.
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
National Park Superintendent
11150 State Highway 150
Mosca, CO 81146

To the District or Subdistrict:

Quinton Norris
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** Digitally signed by ANDREA COMPTON
Date: 2026.04.10 15:32:41 -06'00'
Andrea Compton, GSDNP Superintendent Date

ACCEPTED:

**The Rio Grande Water Conservation
District, Water Activity Enterprise**

By: Amber Pacheco 4/13/24
Amber Pacheco, Deputy General Manager **Date**

APPROVED:

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

By: Quinton Norris 4/13/2026
Quinton Norris, Program Manager **Date**

Great Sand Dunes National Park & Preserve (GSDNPP)

Estimated Pumping for 2026 and Schedule of Depletions

This information was compiled on March 4, 2026, to assist with the compilation of the Annual Replacement Plan for Subdistrict No. 1. The estimated groundwater use for irrigation year 2026 (Table 1) is a prediction representing the average amounts of pumping and groundwater consumption reported from 2011-2025. 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			4.77	10%	0.48					0	0.48
2024			6.03	10%	0.60					0	0.60
2025			5.52	10%	0.55					0	0.55
2026			8.65	10%	0.87					0	0.87
Avg			8.65	10%	0.87					0	0.87

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 Estimated Monthly Net Stream Depletions for 2026 ARP Year
 (Units in acre-feet)

Stream Reach	Response Area No.1 Total												Total	
	2025						2026				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	0.047	0.045	0.047	0.047	0.045	0.047	0.045	0.047	0.047	0.047	0.044	0.047	0.045	0.865
Total	0.047	0.045	0.047	0.047	0.045	0.047	0.045	0.047	0.047	0.047	0.044	0.047	0.045	0.865

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 an approved Substitute Water Supply Plan (SWSP) in 2026 and, subsequently, a decreed Plan for Augmentation. This SWSP will most likely include a permanent dry-up of historically irrigated land that will produce significantly more water than is required to replace NPS's injurious stream depletions. Total pumping for 2021, 2022, 2023, 2024, and 2025 was 6.31 acre-feet, 6.03 acre-feet, 4.66 acre-feet, 6.28 acre-feet, and 4.97 acre-feet, respectively. Therefore, total measured NPS pumping under this Sustainability Metric is 28.25 acre-feet. As is consistent with Table 1, predicted pumping for 2026 is 8.65 acre-feet. Therefore, total NPS pumping under this Sustainability Metric is predicted to be 36.90 acre-feet after 2026. 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	4.66
2024	6.28
2025	4.97
2026*	8.65
Running Total*	36.90
Running Annual Average*	6.15
Total Volume Remaining*	17.12

*predicted

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026, 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 2026.

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, 2026, through April 30, 2027.
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 2025 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 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>
#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 2025 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
Nancy Fishbein, Director of Protection

4.13.2026
Date

ACCEPTED:

**The Rio Grande Water Conservation
District, Water Activity Enterprise**

By: Amber Pacheco
Amber Pacheco, Deputy General Manager


4-13-26
Date

APPROVED:

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

By: 

Quinton Norris, Program Manager



Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2026 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 2026.

AGREEMENT

In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Water Right Owner agree as follows:

1. **Term of Agreement.** This Agreement will be in effect for:
Please initial next to your selection:

_____ One Year (May 1, 2026 through April 30, 2029)

He _____ Three Years (May 1, 2026 through April 30, 2029)

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 2026 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:

Quinton Norris
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

4/13/2026
Date

ACCEPTED:

**The Rio Grande Water Conservation District,
Water Activity Enterprise**

By: Amber Pacheco
Amber Pacheco, Deputy General Manager

4/13/2026
Date

APPROVED:

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

By: Quinton Norris
Quinton Norris, Program Manager

4/13/2026
Date

Appendix P

Active WDIDs

Name	WDID	Use	Consumptive Use (%)
Metz	2014684	Irrigation	92%
Price	2706077	Irrigation	92%
Center Redi Mix	2014694	Commercial	100%
Nissen	2014678	Irrigation	92%
Peterson	2014688	Irrigation	92%
Idaho Pacific	2008808	Commercial	100%
JC Farms	2014696	Irrigation	92%

Removed WDIDs

Removed WDID	Notes
2005102	Removed from ARP and replaced with WDID 2014688 (Peterson)

APPENDIX P

MEMORANDUM OF UNDERSTANDING BETWEEN SUBDISTRICT NO. 1, SUBDISTRICT NO. 4 AND SUBDISTRICT NO. 5 REGARDING REMEDY OF INJURIOUS DEPLETIONS WITHIN SAGUACHE RESPONSE AREA

April __, 2026

Groundwater withdrawals from Wells included within Special Improvement District No. 1 (“Subdistrict No. 1) and Special Improvement District No. 4 (“Subdistrict No. 4”) may cause injurious stream depletions to Saguache Creek within the Saguache Response Area, as that area is defined by the Colorado Division of Water Resources. Subdistrict No. 1, Subdistrict No. 4 and Special Improvement District No. 5 (“Subdistrict No. 5”) agree that it will be more efficient for Subdistrict No. 5 to provide a remedy for injurious depletions to Saguache Creek within the Saguache Response Area caused by groundwater withdrawals from Wells included in the Subdistrict No. 1 and Subdistrict No. 4 Annual Replacement Plans than have Subdistrict No. 1 and Subdistrict No. 4 attempt to find independent sources to remedy those injurious depletions to Saguache Creek.

The additional injurious depletions to Saguache Creek from Subdistrict No. 1 and Subdistrict No. 4 may exceed the ability of Subdistrict No. 5 to remedy the total daily rate of injurious depletions and necessitate additional infrastructure beyond what Subdistrict No. 5 requires to remedy its injurious depletions to Saguache Creek. In this event Subdistrict No.1, Subdistrict No. 4, and Subdistrict No. 5 will determine their pro-rata cost to secure the infrastructure needed to remedy all of the injurious depletions to Saguache Creek.

Subdistrict No. 5 agrees it will provide the remedy for injurious depletions to Saguache Creek from Subdistrict No. 1 and Subdistrict No. 4 Well’s groundwater withdrawals under the terms contained in this Memorandum of Understanding.

Some of the injurious depletions within the Saguache Response Area will be remedied through the application of Well Injury Payment contracts between surface water rights and the individual Subdistricts. Subdistrict No. 1 and Subdistrict No. 4 will be responsible for all payments to surface water right holders for any due under any Well Injury Payment Contract and Subdistrict No. 5 will not be responsible for any such payments.

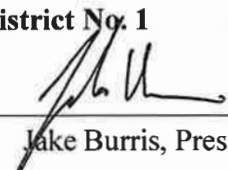
Within 90 days of the end of each ARP Year, Subdistrict No. 5 will determine the total costs it incurred in remediating injurious depletions to Saguache Creek, not including costs under Well Injury Payment contracts. Each Subdistrict will determine the calculated depletions to Saguache Creek due to groundwater withdrawals from wells within its ARP. Subdistrict No. 5 will then determine Subdistrict No. 1’s and Subdistrict No. 4’s pro-rata shares of the injurious depletions and apply each subdistrict’s pro-rata share to the total costs incurred as determined above.

Subdistrict No. 5 will supply an invoice of that pro-rata share of remedy costs to Subdistrict No. 1 and Subdistrict No. 4. Subdistrict No. 1 and Subdistrict No. 4 will pay said costs as invoiced within 60 days of receipt.

Term: This Memorandum of Understanding will remain in effect until revoked in writing by either Subdistrict No. 1, Subdistrict No. 4, or Subdistrict No. 5. Such notice of revocation must be provided at least 180 days prior to the start of an ARP Year.

Signed:

Subdistrict No. 1

By:  _____
Jake Burris, President

4/13/26
Date

Subdistrict No. 4

By: _____
David Frees, President

Date

Subdistrict No. 5

By: _____
David Schmittel, President

Date

Subdistrict No. 5 will supply an invoice of that pro-rata share of remedy costs to Subdistrict No. 1 and Subdistrict No. 4. Subdistrict No. 1 and Subdistrict No. 4 will pay said costs as invoiced within 60 days of receipt.

Term: This Memorandum of Understanding will remain in effect until revoked in writing by either Subdistrict No. 1, Subdistrict No. 4, or Subdistrict No. 5. Such notice of revocation must be provided at least 180 days prior to the start of an ARP Year.

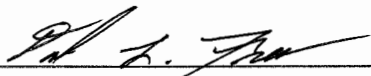
Signed:

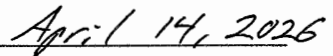
Subdistrict No. 1

By: _____
Jake Burris, President

Date

Subdistrict No. 4

By:  _____
David Frees, President

 _____
Date

Subdistrict No. 5

By: _____
David Schmittel, President

Date

APPENDIX R

RIO GRANDE WATER CONSERVATION DISTRICT

April 14, 2026

**RESOLUTION
FOR THE DISTRICT TO ACT AS FINANCIAL GUARANTOR OF THE
REPLACEMENT OBLIGATIONS OF SUBDISTRICT NO. 1**

The Board of Directors of the Rio Grande Water Conservation District (“District”) does hereby resolve that:

WHEREAS, Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) was created to ensure remedy of injurious stream depletions to senior water rights resulting from the withdrawal of groundwater from wells in Subdistrict No. 1 and to conserve and stabilize the water supply and amount of groundwater in storage for irrigation and other beneficial uses for the water users within the boundaries of Subdistrict No. 1; and

WHEREAS, Subdistrict No. 1 is operating under an approved Plan of Water Management which requires the development of an Annual Replacement Plan (“ARP”) showing, among other things, the predicted injurious stream depletions caused by Subdistrict Well pumping and the manner in which Subdistrict No. 1 will remedy those stream depletions; and

WHEREAS, Subdistrict No. 1 continues to work diligently to obtain permanent and/or renewable supplies to remedy future stream depletions caused by present or future groundwater withdrawals by Subdistrict No. 1 wells, and

WHEREAS, at the present time it is impossible for Subdistrict No. 1 to acquire a sufficient quantity of water as a permanent supply to cover total post-plan injurious stream depletions after this Plan Year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District on the 14th day of April, 2026 that:

1. In order to address the issue identified above, the District, which is created by statute and has a mill levee which provides an annual and consistent stream of monies, will act as a financial guarantor itself if Subdistrict No. 1 were to fail or otherwise be unable to replace injurious stream depletions caused by the lagged effects of past and present groundwater withdrawals by Subdistrict No. 1 wells.

2. The District will provide funds to acquire water or compensate parties directly to ensure injured parties are kept whole. This mechanism will act as a temporary measure to assure future replacement of injurious stream depletions until Subdistrict No. 1 is able to obtain permanent and/or renewable supplies to remedy future stream depletions caused by present or future groundwater withdrawals.

