

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

ANNUAL REPLACEMENT PLAN
2020 PLAN YEAR

Prepared

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By

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The 2020 Annual Replacement Plan (ARP) for Special Improvement District No.1 of the Rio Grande Water Conservation District Plan Year depletion calculations were prepared by applying information provided by the Division of Water Resources (DWR) to the response function similar to that used in the 2019 ARP. These 2020 ARP calculations provide for the highest amount of depletion replacement that could be required of Subdistrict No.1 in Plan Year 2020. If revised data is provided by DWR subsequent to the submission of this draft 2020 ARP, that results in the calculations of a lower depletion amount for the 2020 Plan Year, Subdistrict No.1 reserves the right to recalculate 2020 Plan Year depletions and to make the resulting required replacements in a manner necessary to meet the ARP objectives.

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

Rule 11. Subdistrict's Proposed ARP

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

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

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

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

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

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

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

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

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

- 11.1.5.1 Water levels, pressure levels, and/or groundwater withdrawals as appropriate
- 11.1.5.2 A listing of any irrigated acres proposed to be fallowed, whether those acres are temporarily or permanently fallowed, and the water rights associated with those proposed fallowed irrigated acres
- 11.1.5.3 A listing of water rights proposed to be temporarily or permanently retired and historical operations of each water right
- 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
- Appendix D Projected Recharge Credits
- Appendix E Ditches and Pro Rata Shares
- Appendix F History & Documentation of Purchase
- Appendix G Santa Maria Leases
- Appendix H Forbearance Agreements
- Appendix I Closed Basin Project Letters
- Appendix J Unconfined and Confined Groundwater Levels in Wells within Subdistrict No. 1, Well Location Map
- Appendix K Hydraulic Divide Maps with Groundwater Contours, Flow Vectors
- Appendix L List of Current CREP & Fallow Parcels in Subdistrict No. 1 by Legal Location & Map
- Appendix M Map of Permanent Land Purchases for Subdistrict No. 1
- Appendix N Centennial Ditch Company Resolution
- Appendix O Great Sand Dunes National Park Forbearance
- Appendix P List of Contract Wells

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 2020 when diversions for irrigation use may legally occur |
| NRCS | United States Department of Agriculture, Natural Resources Conservation Service |
| Plan Year | The ARP for the period May 1, 2020 through April 30, 2021 |
| 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 |

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. STRUCTURE IDENTIFICATION NUMBER (WDID)

1.0 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.

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

Appendix A footnote Seventy-four wells were contracted into Subdistrict No. 1 in 2020. Six of the seventy-three wells already existed on the previous ARP well lists. One well has existed on the ARP list as 201119 and due to corrections made to it’s record, DWR issued a new WDID 2014555. Please see Appendix P.

Appendix A footnote 26 wells from 2019 Subdistrict Well List were removed from the List in 2020. These wells were abandoned in 2020.

Table 1.0
Subdistrict No.1 Annual Well List Update

| 2019 Number of Wells | 2020 Number of Wells | New 2020 Wells (WDID) | Removed 2020 Wells |
|----------------------|----------------------|--|--|
| 3,436 | 3,485 | <p><u>Explanation:</u> Seventy-four wells contracted into Subdistrict No.1 to become compliant with the new Ground Water Rules.</p> <p>2014555 replaced 201119 per DWR</p> | <p>26</p> <p>Wells were abandoned in 2010 and removed from 2020 ARP Well list.</p> |

1.1 See Appendix B

2. OTHER WELL IDENTIFICATION INFORMATION

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

3. SUBDISTRICT WELLS WITH PLANS FOR AUGMENTATION

1.1 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.

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

4. TOTAL COMBINED PROJECTED ANNUAL DIVERSION FOR ALL SUBDISTRICT WELLS

2.2 For Subdistrict Wells listed in this ARP, DWR reported metered pumping as of April 1, 2019, for the previous Irrigation Year was 211,118 acre-feet. Based on projected Subdistrict No. 1 operations, weather predictions and antecedent conditions, it is anticipated that 2020 well pumping will increase to 230,000 acre-feet for the current Irrigation Year.

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

2.2 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.

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

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

| Crop Type | Total Acres | Sprinkler | LEPA | Flood |
|------------------------|--------------------|------------------|-------------|--------------|
| Alfalfa | 26,500.29 | 26,182.36 | 30.05 | 287.88 |
| Canola | 1,617.40 | 1,617.40 | 0 | 0 |
| Carrots | 1,273.36 | 1,273.36 | 0 | 0 |
| Corn | 125.06 | 125.06 | 0 | 0 |
| Grain | 38,159.28 | 38,044.67 | 114.61 | 0 |
| Lettuce | 1,631.37 | 1,631.37 | 0 | 0 |
| Oats | 2,725.10 | 2,718.72 | 0 | 6.38 |
| Potatoes | 45,126.36 | 45,060.40 | 60.27 | 5.70 |
| Sudan Grass Hay | 4,007.40 | 4,007.40 | 0 | 0 |
| Vegetables | 1,230.17 | 1,223.95 | 0 | 6.22 |
| Triticale Hay | 1,743.30 | 1,743.30 | 0 | 0 |
| Grass | 4,121.79 | 2,646.81 | 0 | 1,474.99 |

| | | | | |
|--------------------|-------------------|-------------------|---------------|-----------------|
| Hay/Pasture | | | | |
| Fallowed | 4,543.87 | 4,151.86 | 0 | 392.00 |
| Cover Crop | 17,669.76 | 17,602.68 | 59.27 | 7.81 |
| CREP | 8,768.63 | 8,768.63 | 0 | 0 |
| Quinoa | 1,919.96 | 1,919.96 | 0 | 0 |
| Hemp | 5,802.90 | 5,794.68 | 3.69 | 4.53 |
| Totals | 166,965.99 | 164,512.60 | 267.89 | 2,185.50 |

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

3.1 Subdistrict No. 1 wells irrigated approximately 153,653.49 acres during the previous Irrigation Year when crop types “Fallowed” and “CREP” are excluded from the total. See Table 3.1

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

A total of 12 wells: 2010790, 2013363, 2013790, 2706176, 2012031, 3505620, 3505052, 3505053, 2010686, 2008891, 2008576, 2013341 Consumptive Use (CU) was derived from various resources. Five of the twelve wells 2010790, 2013363, 2013790, 2706176, 2008891 CU was taken from the M & I list constructed by the modelers from the Division of Water Resources. Three wells 3505620, 3505052, 3505053 belonging to Great Sand Dunes National Park had their own engineering analysis done and their CU was approved by Division 3 State Engineer prior to this report. Two wells contracted with Davis Engineering to perform a CU analysis (2010686, 2008891) and the final two wells 2008576, 2013341 CU was calculated by Agro Engineering.

Depletions from wells 3505620, 3505052, 3505053 do not impact the Rio Grande and depletions are remedied through Forbearance Agreements with potentially injured surface rights. See Appendix O.

7. OTHER DATA NECESSARY TO SUPPORT THE PROJECTED STREAM DEPLETIONS

No other data was provided.

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

a. FARM UNIT DATA

3.0 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.

3.0 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.

b. TOTAL DIVERSIONS BY DITCH

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

**Table 3.2
Ditch Service Areas with Diversions in Subdistrict No. 1
Total Ditch Diversions 2019 Irrigation Year**

| WDID | Ditch Name | Diversions in Acre-Feet | Irrigation Year |
|-------------|-----------------------|--------------------------------|------------------------|
| 2000546 | Billings Ditch | 5,243.00 | 2019 |
| 2000556 | Butler Ditch | 1,770.64 | 2019 |
| 2000627 | Excelsior Ditch | 25,233.00 | 2019 |
| 2000631 | Farmers Union Canal | 62,851.00 | 2019 |
| 2000699 | Kane Callan Ditch | 2,420.90 | 2019 |
| 2000736 | Mc Donald Ditch | 6,096.10 | 2019 |
| 2000798 | Prairie Ditch | 25,972.00 | 2019 |
| 2000812 | Rio Grande Canal | 182,024.00 | 2019 |
| 2000814 | Rio Grande Ditch #2 | 1,365.22 | 2019 |
| 2000829 | San Luis Valley Canal | 34,712.00 | 2019 |
| 2001820 | Seepage | 199.94 | 2019 |
| 2700518 | Green D #1 | 1,200.90 | 2019 |
| 2700523 | Johnnie Smith D 1 | 847.04 | 2019 |
| 2700533 | McLeod No 3 | 0.00 | 2019 |

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

c. DITCHES AND PRO RATA SHARES

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

d. SURFACE WATER CREDIT

3.4 The amount of SWC exchanged between Farm Units for the 2019 fees was 18,849.56 acre-feet.

3.4 The surface water exchanged for 2020 is not available until May and is not included in this report.

e. HYDRAULIC DIVIDE STUDY

7.0 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.

f. OTHER

After the submission of the ARP on April 13, 2019, the DWR requested additional information from the Subdistrict as discussed above. The supplemental information requested to evaluate the 2019 ARP and provided to the State Engineer included:

1. Resolution from RGWCD approving the Subdistrict 2019 ARP.
2. Response Function spreadsheet supporting the calculations submitted in the ARP.
3. The list of Subdistrict Wells included in the 2019 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 2019 ARP.
5. Copies of the new CREP contracts made since the 2018 ARP.

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

2.0 The purpose of this section of this ARP is to present data showing projected 2020 depletions to the Rio Grande resulting from Subdistrict Well groundwater withdrawals. Depletions are calculated by a Response Function spreadsheet that outputs total depletions for the Plan Year and a breakdown of monthly depletions for three reaches of the Rio Grande. The DWR directed Subdistrict No. 1 to use the current 6P98 Response Function for calculating projected stream depletions for this ARP.

2.0 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.

1. 2020 STREAM FLOW FORECAST -- RIO GRANDE

2.1.1 As required in the PWM, Appendix 1, a copy of the April 6, 2020 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, 2020 Rio Grande Compact Ten Day Report is required to assist in projecting hydrologic conditions of the Rio Grande for the current Plan Year.

**Table 2.0
Stream Flow Forecast 2020**

| Forecast Point | Analysis Date | Period | Estimated Flow April- Sept (acre-feet) | Total Annual Estimated Flow (acre-feet) | Forecast Used in ARP |
|------------------|---------------|------------|--|---|----------------------|
| | | | (1) | | |
| Rio Grande Basin | April 6, 2020 | April- Sep | 454,000 | 550,000 | DWR Forecast |
| Rio Grande Basin | April 6, 2020 | April- Sep | 355,000 | | NRCS |

(1) projected 85% exceedance streamflow at the Rio Grande near Del Norte gaging station

2.1.1 Data collected from the Division #3 Engineer’s Rio Grande Compact Ten Day Report on April 6, 2020 projected annual flow will be the basis for estimating recharge in Subdistrict #1 that offsets groundwater consumption in the 2020 ARP.

2.1.1 A copy of the NRCS April 6, 2020 Forecast and Division No. 3 Division Engineer’s Rio Grande Compact Ten Day Report is attached in Appendix C.

2. 2020 STREAM FLOW FORECAST -- CONEJOS RIVER

2.1.2 Based on the same forecast documents referenced above, the Division No. 3 Division Engineer’s April 6, 2020 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.

2.1.2 Data contained in the Division No. 3 Engineer’s Rio Grande Compact Ten Day Report indicates that 28,100 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Conejos River basin projected annual flow. Table 2.1 includes the forecasted flows for the referenced rivers and the forecast for total projected annual flow during the 2020 calendar year.

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

| Forecast Point | Period | Forecast (acre-feet) | % of avg. | Estimated Flow outside of Apr-Sept (acre-feet) | Total Annual Estimated Flow (acre-feet) |
|----------------|--------|----------------------|-----------|--|---|
| | | (1) | | (2) | |

| | | | | | |
|-------------------------|---------|---------|----|---------------|----------------|
| Conejos R. near Mogote | Apr-Sep | 149,900 | 64 | | |
| San Antonio R. at Ortiz | Apr-Sep | 53,700 | 43 | | |
| Los Pinos R. near Ortiz | Apr-Sep | 8,300 | 52 | | |
| Total | | | | 28,100 | 240,000 |

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

3. PROJECTED ANNUAL RECHARGE CREDIT

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

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

| | Rio Grande Canal | San Luis Valley I.D. | Prairie Ditch | SLV Canal | Totals |
|---|------------------|----------------------|------------------|------------------|-------------------|
| Total Consumable | 108,431.01 | 16,649.82 | 10,982.55 | 14,925.00 | 150,988.39 |
| % Within Subdistrict No. 1 | 91.68% | 100% | 99.20% | 78.82% | |
| Total Consumable Within Subdistrict No. 1 | 99,409.55 | 16,649.82 | 10,894.69 | 11,763.89 | 138,717.95 |
| Surface Water Through Sprinklers @83% | -3,987.33 | -183.40 | -591.69 | -1,029.52 | -5,791.94 |
| Surface Water Used for Flood @60% | -69.9 | 0 | 0 | 0 | -69.90 |
| Totals | 95,352.32 | 16,466.42 | 10,303.00 | 10,734.37 | 132,856.11 |

Appendix D To provide a reasonable method for predicting probable recharge credit quantities for 2020, 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.

2.3 Therefore, the projected consumable recharge credit under the four recharge decrees for the current Irrigation Year is 132,856.11 ac-ft.

4. PROJECTED PLAN YEAR STREAM DEPLETIONS

2.5 Response Function No.1 6P98V1.1 was used for calculation for projection calculations. Projections of groundwater pumping of 230,000 ac-ft and recharge that offsets groundwater pumping of 132,856.11 ac-ft were entered into the Estimated Net Groundwater Consumptive Use table of the Response Function.

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

| Year | Subdistrict No. 1 Total | | | | Recharge that Offsets Groundwater Pumping | | | | | Net Groundwater Consumptive Use |
|-------------|-------------------------------------|--|---------------|-------------------------|---|-------------------------------|---------------|-----------------------|----------------|---------------------------------|
| | Irrigation Pumping to Center Pivots | Irrigation Pumping to Flood Irrigation | Other Pumping | Groundwater Consumption | Rio Grande Canal | San Luis Valley Irr. District | Prairie Ditch | San Luis Valley Canal | Total | |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) | (11) |
| 2011 | 328,387 | 0 | 2,947 | 275,243 | 83,801 | 9,981 | 8,325 | 8,204 | 110,310 | 164,933 |
| 2012 | 260,454 | 0 | 3,148 | 219,042 | 54,870 | 6,748 | 4,795 | 3,620 | 70,034 | 149,008 |
| 2013 | 229,992 | 0 | 3,072 | 193,689 | 84,919 | 5,477 | 4,227 | 4,782 | 99,404 | 94,285 |
| 2014 | 237,366 | 0 | 2,472 | 199,263 | 110,566 | 28,596 | 14,133 | 12,777 | 166,072 | 33,191 |
| 2015 | 206,354 | 0 | 2,123 | 173,206 | 122,980 | 34,685 | 15,139 | 15,608 | 188,412 | -15,206 |
| 2016 | 236,995 | 0 | 1,894 | 198,429 | 125,562 | 32,064 | 12,873 | 14,396 | 184,894 | 13,535 |
| 2017 | 236,329 | 0 | 2,445 | 198,378 | 138,112 | 31,813 | 15,292 | 16,043 | 201,260 | -2,882 |
| 2018 | 262,269 | 0 | 3,051 | 220,460 | 42,895 | 2,136 | 1,924 | 2,140 | 49,096 | 171,364 |
| 2019 | 212,665 | 0 | 1,849 | 178,195 | 132,121 | 45,852 | 22,196 | 22,619 | 222,788 | -44,593 |
| 2020 | 230,000 | 0 | 2,500 | 193,175 | 95,352 | 16,466 | 10,303 | 10,734 | 132,856 | 60,319 |
| Avg | 245,646 | 0 | 2,556 | 206,212 | 99,536 | 21,928 | 10,989 | 11,132 | 143,586 | 62,626 |

Explanation of Columns

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

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

a. CLASSIFICATION AS “WET,” “AVERAGE,” OR “DRY” YEAR

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

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

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

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

2.4 The projected Net Groundwater Consumptive Use for the Plan Year is 60,319 acre-feet as shown in Table 2.4. Referencing the ranges in Table 2.3, the 2020 Plan Year is classified as “Average”.

2.5 As noted in Table 2.5, the Net Groundwater Consumptive Use derived in Table 2.4 is input into Column 3 in the row for the Plan Year. The projected calculated annual stream depletions resulting from Subdistrict Well groundwater withdrawals for the respective reaches of the Rio Grande and the total are shown in Columns 4 through 7.

Table 2.5
Estimated Historical and Projected Net Stream Depletions from
Subdistrict Well Groundwater Withdrawals
 (Units in acre-feet)

| Year | Rio Grande near Del Norte Stream Gage (Apr-Sep) | Net Groundwater Consumptive Use (Jan-Dec) | Annual Net Stream Depletions (May-Apr) ^{a)} | | | |
|------|---|---|--|------------------------------|-------------------------------|-------|
| | | | Rio Grande Del Norte-Excelsior | Rio Grande Excelsior-Chicago | Rio Grande Chicago-State Line | Total |
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| 1970 | 561,150 | 101,275 | 225 | 341 | -116 | |
| 1971 | 389,397 | 135,541 | 420 | 714 | -169 | |
| 1972 | 373,031 | 169,393 | 619 | 1,069 | -223 | |
| 1973 | 755,509 | 38,851 | 479 | 878 | -91 | |
| 1974 | 270,942 | 220,567 | 2,366 | 1,325 | -285 | |
| 1975 | 730,848 | 23,753 | 2,294 | 1,028 | -137 | |
| 1976 | 512,997 | 65,760 | 2,016 | 938 | -164 | |
| 1977 | 163,635 | 240,127 | 3,825 | 1,513 | -347 | |
| 1978 | 340,660 | 155,492 | 3,828 | 1,627 | -328 | |
| 1979 | 886,617 | 11,835 | 3,093 | 1,222 | -153 | |
| 1980 | 672,668 | 63,873 | 2,726 | 1,100 | -189 | |
| 1981 | 310,945 | 170,010 | 2,681 | 1,423 | -300 | |
| 1982 | 572,474 | 36,314 | 2,286 | 1,211 | -156 | |
| 1983 | 578,510 | 32,273 | 2,031 | 994 | -138 | |
| 1984 | 652,637 | 40,219 | 1,869 | 902 | -137 | |
| 1985 | 864,564 | 2,568 | 1,648 | 717 | -87 | |
| 1986 | 865,371 | -37,341 | -90 | 669 | 16 | |
| 1987 | 907,650 | 109,992 | 43 | 858 | -115 | |
| 1988 | 346,087 | 177,158 | 593 | 1,246 | -226 | |

| | | | | | | |
|------|---------|---------|--------|-------|------|--|
| 1989 | 407,389 | 169,478 | 883 | 1,485 | -243 | |
| 1990 | 424,033 | 88,971 | 886 | 1,371 | -166 | |
| 1991 | 529,567 | 46,509 | 826 | 1,117 | -117 | |
| 1992 | 415,482 | 67,128 | 861 | 1,040 | -136 | |
| 1993 | 577,831 | -21,380 | -193 | 847 | -6 | |
| 1994 | 444,629 | 100,660 | -115 | 924 | -117 | |
| 1995 | 734,492 | -68,610 | -2,899 | 893 | 140 | |
| 1996 | 313,441 | 205,238 | -960 | 1,265 | -111 | |
| 1997 | 781,596 | -1,949 | -462 | 906 | 9 | |
| 1998 | 466,821 | 112,457 | -70 | 1,003 | -122 | |
| 1999 | 799,489 | -50,972 | -2,204 | 916 | 110 | |
| 2000 | 312,094 | 213,180 | -208 | 1,325 | -142 | |
| 2001 | 655,233 | 65,822 | 415 | 1,184 | -91 | |
| 2002 | 96,717 | 322,490 | 3,276 | 1,932 | -378 | |
| 2003 | 261,300 | 234,308 | 5,234 | 2,191 | -388 | |
| 2004 | 431,675 | 126,966 | 4,837 | 1,967 | -322 | |
| 2005 | 682,540 | 70,356 | 4,059 | 1,661 | -234 | |
| 2006 | 411,656 | 119,657 | 3,660 | 1,626 | -273 | |
| 2007 | 593,239 | 23,116 | 3,064 | 1,311 | -155 | |
| 2008 | 623,333 | 49,201 | 2,700 | 1,148 | -166 | |
| 2009 | 513,058 | -4,448 | 2,119 | 911 | -90 | |
| 2010 | 453,063 | 76,286 | 2,013 | 968 | -166 | |
| 2011 | 415,182 | 165,025 | 2,124 | 1,327 | -270 | |
| 2012 | 328,382 | 149,101 | 2,111 | 1,526 | -265 | |
| 2013 | 344,435 | 94,387 | 1,994 | 1,427 | -210 | |
| 2014 | 518,599 | 33,282 | 1,804 | 1,154 | -137 | |
| 2015 | 555,700 | -14,904 | 1,040 | 899 | -56 | |
| 2016 | 565,800 | 13,834 | 827 | 732 | -62 | |
| 2017 | 573,900 | -2,582 | 743 | 570 | -42 | |
| 2018 | 213,100 | 171,665 | 1,131 | 1,031 | -236 | |
| 2019 | 855,000 | -44,284 | -874 | 909 | 43 | |
| 2020 | 454,000 | 60,593 | -911 | 767 | -30 | |
| 2021 | | | -630 | 554 | 10 | |
| 2022 | | | -601 | 400 | 9 | |
| 2023 | | | -543 | 310 | 9 | |
| 2024 | | | -426 | 251 | 7 | |
| 2025 | | | -342 | 208 | 5 | |
| 2026 | | | -286 | 173 | 4 | |
| 2027 | | | -235 | 136 | 4 | |
| 2028 | | | -195 | 99 | 3 | |
| 2029 | | | -158 | 71 | 3 | |
| 2030 | | | -153 | 54 | 5 | |
| 2031 | | | -163 | 45 | 5 | |
| 2032 | | | -168 | 39 | 6 | |
| 2033 | | | -163 | 34 | 6 | |
| 2034 | | | -137 | 21 | 5 | |
| 2035 | | | -97 | 7 | 4 | |
| 2036 | | | -85 | 4 | 3 | |
| 2037 | | | -81 | 0 | 4 | |
| 2038 | | | -68 | 0 | 3 | |
| 2039 | | | 10 | 0 | 0 | |

| | | | | | | |
|---------------------|---------|---------|--------|-------|------|--------|
| 2040 | | | 0 | 0 | 0 | |
| Avg 2001-2020 | 477,296 | 85,494 | 2,068 | 1,262 | -176 | 3,154 |
| Avg 2001-2010 | 472,181 | 108,375 | 3,138 | 1,490 | -226 | 4,401 |
| Post Plan Depletion | | | -4,521 | 2,406 | 96 | -2,020 |

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

Explanation of Columns

- (1) Year
- (2) Rio Grande near Del Norte Gage streamflow in acre-feet for the NRCS streamflow forecast period of April through September. The streamflow value for 2019 is from the March 29, 2019 Rio Grande Compact Ten Day Report as modified see Section 2.0.
- (3) Net Groundwater Consumptive Use (NetGWCU) for January through December. NetGWCU values for 2001 through 2010 were taken from the RGDSS Groundwater Model output. NetGWCU values for 2011 through 2018 were calculated using well meter data, diversion data, and irrigated acreage information. NetGWCU data for 2019 was estimated from 2018 well meter data and projected diversions based on the projected Rio Grande streamflow from the March 29, 2019 Rio Grande Compact Ten Day Report.
- (4) Net Stream Depletions in the Rio Grande Del Norte to Excelsior Ditch reach for the plan year (May through April) in ac-ft.
- (5) Net Stream Depletions in the Rio Grande Excelsior Ditch to Chicago Ditch reach for the plan year (May through April) in ac-ft.
- (6) Net Stream Depletions in the Rio Grande Chicago Ditch to the State Line reach for the plan year (May through April) in ac-ft.
- (7) Total Net Stream Depletions columns (4 + 5 + 6) in ac-ft.

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

Table 2.6
Subdistrict No. 1 Monthly Net Stream Depletions for the Plan Year
 (Units in acre-feet)

| Stream Reach (1) | Subdistrict No. 1 Total | | | | | | | | | | | | Total (14) |
|--------------------------------|-------------------------|-------------|-------------|------------|------------|------------|------------|------------|-------------|-------------|-------------|-------------|---------------|
| | 2020 | | | | | | | | 2021 | | | | |
| | May (2) | June (3) | July (4) | Aug (5) | Sep (6) | Oct (7) | Nov (8) | Dec (9) | Jan (10) | Feb (11) | Mar (12) | Apr (13) | |
| Rio Grande Del Norte-Excelsior | -114 | -110 | -93 | -77 | -70 | -71 | -71 | -69 | -61 | -54 | -66 | -57 | -913 |
| Rio Grande Excelsior-Chicago | 77 | 65 | 43 | 47 | 44 | 51 | 66 | 73 | 75 | 72 | 82 | 70 | 765 |
| Rio Grande Chicago-State Line | 7 | 14 | -17 | 1 | 2 | -5 | 2 | 4 | -2 | -7 | -12 | -17 | -30 |
| Total | -30 | -31 | -67 | -29 | -24 | -25 | -3 | 8 | 12 | 11 | 4 | -4 | -178 |

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

2.5 As indicated in lower right hand corner of Table 2.6, the estimated total net depletions that will impact the Rio Grande during the Plan Year due to both past pumping and the projected Irrigation Year pumping using the 6P98 Response Function is -199 acre-feet. The locations of the net depletions and monthly quantities are tabulated in Table 2.6.

2.5 According to the RGDSS Groundwater Model, if Subdistrict Wells were to stop all groundwater withdrawals today, there would be a continuing depletion to the river for approximately 19 years. Based on calculations from the RGDSS Model 6P98 Response Functions, Table 2.7 illustrates that total post-plan net stream depletion are anticipated to be -2,142 acre-feet.

Table 2.7
Subdistrict No. 1 Post-Plan Net Stream Depletions
 (Units in acre-feet)

| Years (May-Apr) | Rio Grande Del Norte- Excelsior | Rio Grande Excelsior-Chicago | Rio Grande Chicago- State Line | Total |
|-----------------|---------------------------------|------------------------------|--------------------------------|--------|
| 2021-2040 | -4,646 | 2,401 | 103 | -2,142 |

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

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

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

| Sec | In Storage -- Water Right(s) Name | Beginning Balance as of 4/4/2018 | Beginning Balance as of 4/10/2020 | Water Previously Controlled by: | SWSP | Current Location |
|-----|---|----------------------------------|-----------------------------------|---------------------------------|------------|--------------------------------------|
| 4.1 | Williams Creek Squaw Pass TM | 1,151.65 | 122.70 | Navajo Development | 5346 | Santa Maria & Continental Reservoirs |
| 4.2 | Williams Creek Squaw Pass TM | 56.49 | 56.49 | SLV Irrigation District | 5346, 5506 | Santa Maria & Continental Reservoirs |
| 4.4 | Tabor Ditch No. 2, Tabor Ditch No. 2 Enlargement TM | 5.2 | 5.2 | Colorado Parks and Wildlife | 5346, 5506 | Santa Maria & Continental Reservoirs |
| 4.7 | Piedra River TM, Piedra Water Rights | 500.0 | 500.0 | Colorado Parks and Wildlife | 5346, 5506 | Santa Maria & Continental Reservoirs |
| 4.3 | Pine River Weminuche Pass TM | 1,000.0 | 1,000.0 | SLV Water Conservancy District | 5346, 5506 | Santa Maria & Continental Reservoirs |
| 4.5 | Treasure Pass Trans- basin Diversion | 730.76 | 730.76 | Evelyn Underwood & Patti Cook | 5346,5506 | Santa Maria & Continental |

| | | | | | | |
|-----------------|---|-----------------|-----------------------|--|-----------------|--------------------------------------|
| | | | | | | Reservoirs |
| 4.6 | Treasure Pass Trans- basin Diversion | 100.0 | 100.0 | Sid Klecker | 5346, 5506 | Santa Maria & Continental Reservoirs |
| 4.8 | SMRC 2012 Leases of 1,279.8 shares in RG Canal @ 0.944 af/share | 1,252.11 | 1,252.11 | Santa Maria Reservoir Co | 5491 2013CW3002 | Santa Maria & Continental Reservoirs |
| 4.8 | SMRC 2013 Leases of 3235.8 shares in RG Canal @ 0.72 af/share | 2,328.8 | 2,328.8 | Santa Maria Reservoir Co | 5491 2013CW3002 | Santa Maria & Continental Reservoirs |
| 4.8 | SMRC 2014 Leases of 3320.8 shares in RG Canal @ 1.288 af/share | 4,278.2 | 4,278.2 | Santa Maria Reservoir Co | 5491 2013CW3002 | Santa Maria & Continental Reservoirs |
| 4.8 | SMRC 2015 Leases of 3095.8 shares in RG Canal @ 1.86 af/share | 5,758.2 | 5,758.2 | Santa Maria Reservoir Co | 5491 2013CW3002 | Santa Maria & Continental Reservoirs |
| 4.8 | SMRC 2016 Leases of 1645 shares in RG Canal @ 0.968 af/share | 1,792.36 | 1,792.36 | Santa Maria Reservoir Co | 5491 2013CW3002 | Santa Maria & Continental Reservoirs |
| | In Storage – Total Replacement Water (acre-feet) | | 15,250 | Some amount of Santa Maria shares to be determined may be used by other Subdistricts to remedy their depletions. | | |
| Sec 4.9 | On Call – Irrigation Season Forbearance Agreements | Contract | Expected Yield | Source of Diversion | SWSP | Special Contract Conditions |
| | Rio Grande Canal | 2,000 | 500 | Rio Grande | | |
| | San Luis Valley Canal | 400 | 30.01 | Rio Grande | | |
| | Commonwealth Irrigation Company | 500 | 139.54 | Rio Grande | | |
| | Centennial Ditch Company | No ac-ft limit | 0 | Rio Grande | | |
| | Excelsior Ditch Company | 1,000 | 1.5 | Rio Grande | | |
| | Rio Grande Lariat Ditch Company | 500 | 18 | Rio Grande | | |
| | On Call -- Irrigation Season – Total Water Available (acre-feet) | | 745 | | | |
| Sec 4.10 | On Call – Non-Irrigation Season Project Allocation | Contract | Expected Yield | Source of Diversion | SWSP | Current Location |
| | Closed Basin Project Allocation | 308 | 308 | RGWCD | | Closed Basin Project |
| | On Call -- Non-Irrigation Season – Total Water Available (acre-feet) | | 308 | | | |

2. OPERATION OF THE 2020 ANNUAL REPLACEMENT PLAN

5.0 The Subdistrict’s replacement water that is currently in storage will be released from Rio Grande Reservoir, or other reservoirs, located in the Upper Rio Grande at the direction of the Division 3 Engineer, based on the RGDSS Model 6P98 Response Functions, to remedy injurious stream depletions

on the Rio Grande during the Plan Year. All Plan Year injurious depletions calculated to occur by the Response Functions will be replaced in the time, location and amount that they occur, beginning on the first day of the Plan Year. These releases of water will be performed under the provisions of section 37-87-103, C.R.S.

5.0 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.

5.0 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 additional 200-800 acre-feet of replacement water during the Plan Year.

4.9 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 200-800 acre-feet to the amount of water Subdistrict No. 1 would otherwise have to supply to the Rio Grande-Del Norte reach.

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

Appendix N 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.

Appendix N 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.

Appendix N 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.

Appendix N 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.

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

any stream other than the Rio Grande.

5.0 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.

5.0 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.

5.0 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.

5.0 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.

5.0 As specified in this ARP, 6 ditches within Stream Reaches No. 1 and No. 2 on the Rio Grande have entered into forbearance agreements with Subdistrict No. 1 to remedy depletions during the Plan Year, if needed. Some of these same ditches have been approached to consider permanent forbearance agreements for the future. Subdistrict No. 1 also has 3 Forbearance Agreements to remedy injurious depletions from the Great Sand Dunes National Park wells, 3505620, 3505052, 3505053. See Appendix O.

5.0 If Subdistrict No. 1 were to fail, 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.

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

3. ANTICIPATED FUNDING FOR PLAN YEAR

10.0 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.

10.0 ¶2 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 2018 irrigation season, the Administrative Fee was set at \$3.25 per irrigated acre, the CREP Fee was set at \$1.00 per irrigated acre and the Water Value was set at \$90 per acre-foot of groundwater withdrawn, as offset by SWC, if any. The 2019 assessed fees that will be collected in 2020 are:

Table 10
2019 Subdistrict No.1 Assessments

| Fee Type | Amount of 2019 Assessments |
|---|----------------------------|
| Administrative Fees | \$542,398.76 |
| Conservation Reserve Enhancement Program Fees | \$166,891.93 |
| Variable Fees | \$3,893,000.50 |

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

4.9 Several ditches have entered into a Forbearance Agreement with Subdistrict No.1 for the 2020 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. Copies of Forbearance agreements to remedy depletions from the 3 Great Sand Dunes National Park wells are included in Appendix O.

2. CLOSED BASIN PROJECT PRODUCTION

4.10 According to the Division No. 3 Engineer’s Rio Grande Compact Ten Day Report on April 6, 2020, the projected production of the project delivered to the Rio Grande is 8,500.0 acre-feet during the calendar year 2020. The division of the Closed Basin Project production in accordance with agreements with Conejos River and Rio Grande water users’ organizations and special districts is 60% to the Rio Grande and 40% to the Conejos River over the long term, with provisions for adjustments in the division during individual years. On March 25, 2020 the RGWU and SLV Water Conservancy District changed this percentage agreement to 60% to the Rio Grande and 40% to the Conejos River to bring the long term division closer to the 60/40 agreement expectations.

4.10 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 28th, 2019, the Board of Directors passed a motion to specifically allocate 4,000 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 March 24, 2020. See Appendix I for a copy of the letters. Therefore, 308 acre-feet of water is available to Subdistrict No. 1 under this ARP as shown above in the table of replacement sources.

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

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

a. UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

6.1 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.

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

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

6.2 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.

6.2 The change in unconfined aquifer storage based on measurements from January 1976 through March 10, 2020 was -1,037,179 acre-feet on an accumulated month basis.

6.2 As described in the PWM, the accumulated 5-year running average of the annual average of the monthly change through December 1, 2019 was -1,080,972 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, 2019 five year running average storage value is 680,972 acre-feet below the lowest goal level.

b. PROJECTIONS OF UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

7.0 The current 5-year rolling average unconfined aquifer level is -1,037,179 ac.-ft. Assuming recovery must be met by year 2030, the recovery amount needed to reach the lower target level of -400,000 ac.-ft. each year would be +67,966 ac.-ft. The graph below shows the current aquifer levels and recovery amount needed to meet the lower level described above. The chart below shows the levels of unconfined aquifer storage since the beginning of the study and, beginning in February 2020, the required projected recovery to meet the lower target if we have an average water year.

Figure 6.1
2020 Projections of Unconfined Aquifer Storage

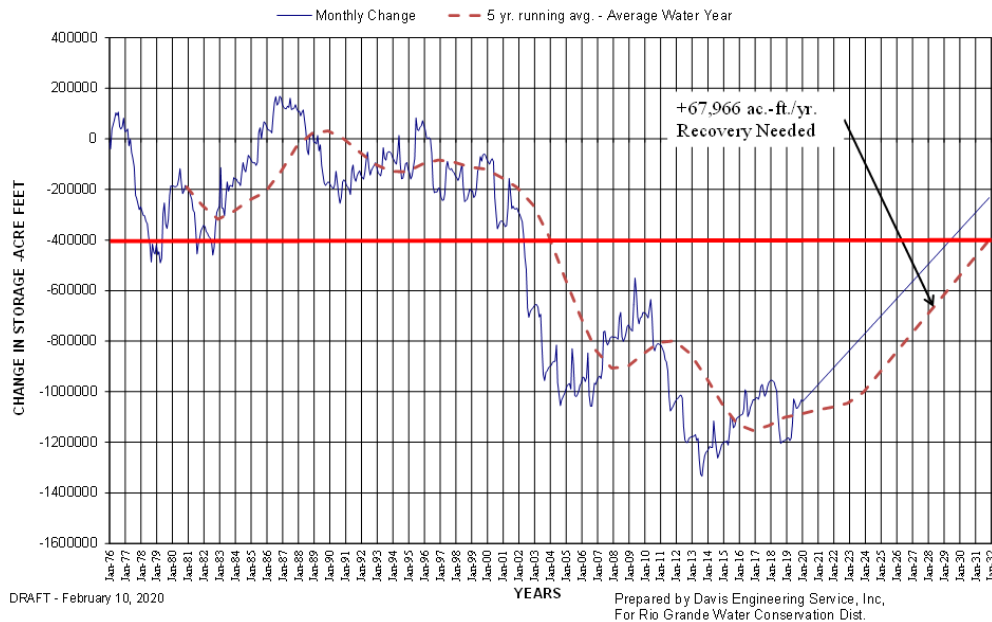


Figure 6.2
Charts Showing Change in Unconfined Aquifer Storage

CHANGE IN UNCONFINED AQUIFER STORAGE
YEAR 2002 - 2019

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

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

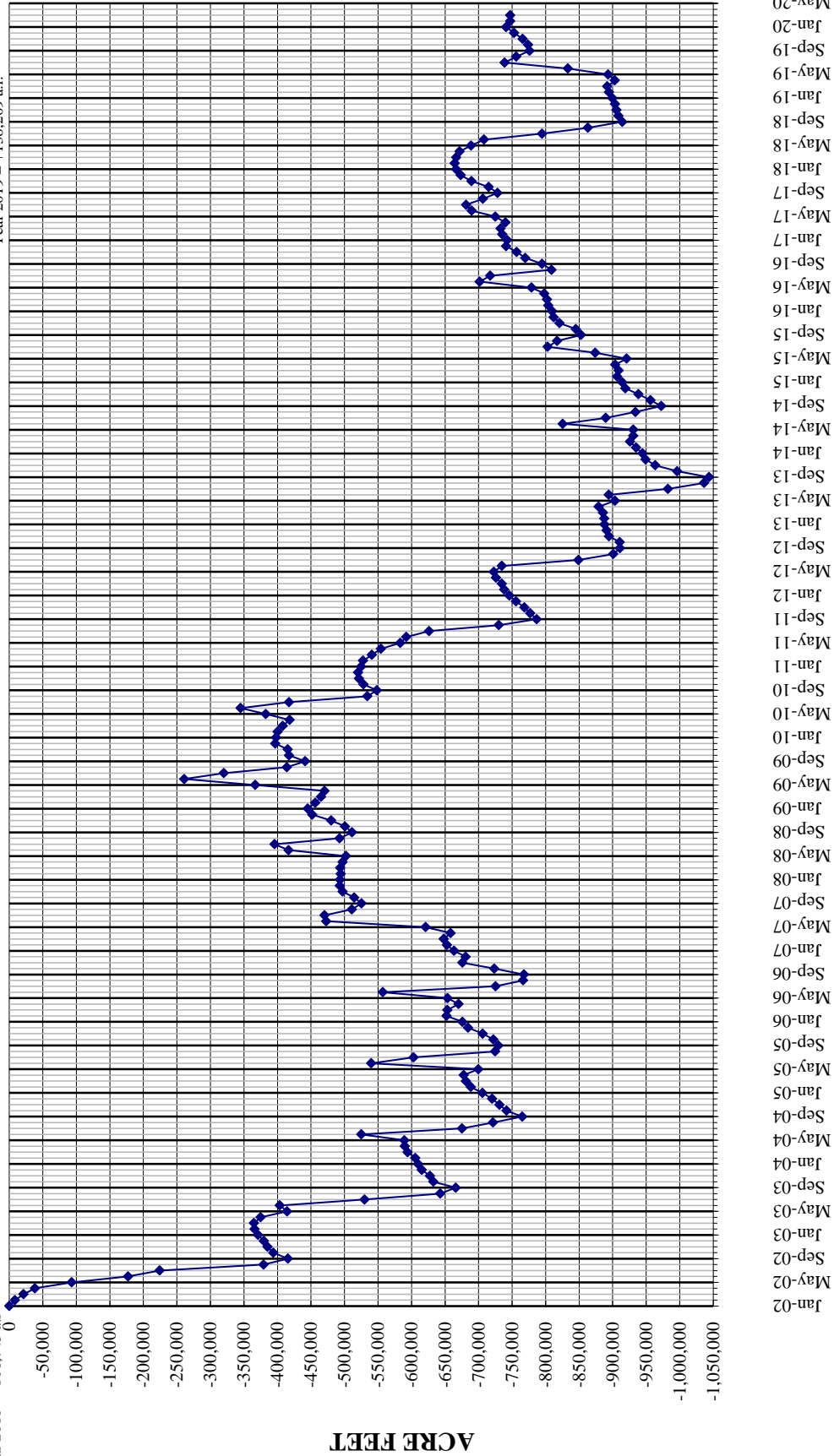
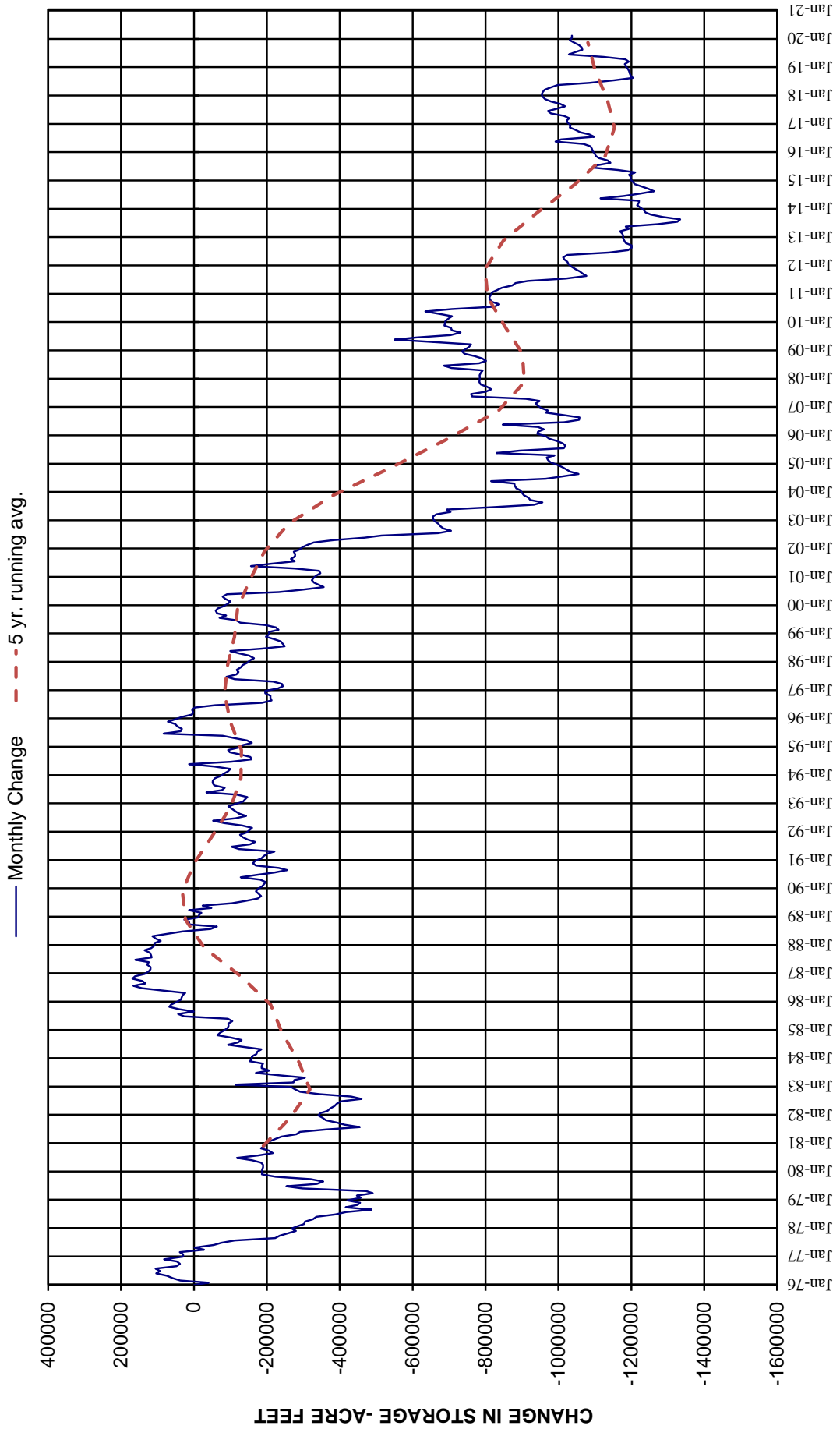


Figure 6.3
Change in Unconfined Aquifer Storage

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



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

DRAFT - March 10, 2020
 Data through March 5, 2020

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

a. 2020 CONTRACTED CONSERVATION RESERVE ENHANCEMENT PROGRAM LANDS

8.1 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.”

8.1 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.

8.1 As of April 1, 2019, Subdistrict No. 1 has finalized FSA CRP-1 Contracts for 3,004 acres in Permanent Water Retirement and 5,201.6 acres in 15 Year Water Retirement terms for a total of 8,802.6 acres reducing water consumption by approximately 17,365.2 acre-feet per year. The Subdistrict No. 1 Rio Grande CREP signup is ongoing. A map and legal descriptions for these CREP parcels is included in Appendix L.

Table 8
Rio Grande River CREP Enrollment

| Year | Permanent | Temporary | Total |
|--------------|------------------|------------------|----------------|
| 2014 | 918.6 | 1,049.9 | 1,968.5 |
| 2015 | 680.4 | 1,290.8 | 1,971.2 |
| 2016 | 1,164.0 | 751.2 | 1,915.2 |
| 2017 | 0 | 479.7 | 479.7 |
| 2018 | 241.0 | 1,509.98 | 1,750.98 |
| 2019 | 0 | 597.02 | 597.02 |
| 2020 | 0 | 120 | 120 |
| TOTAL | 3,044 | 5,201.6 | 8,802.6 |

b. TEMPORARY LAND RETIREMENT-FALLOW

8.3 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.

8.3 Subdistrict No. 1 has reached an agreement with 11 producers to fallow approximately 3,250 acres into the temporary fallow program. There are three different increments a field can enroll in: 1 field for 4 years, 4 fields for 1 year or 2 fields for 2 years. This program is not part of the overall Conservation Reserve Enhancement Program (“CREP”).

Table 8.3
2020 Subdistrict No.1 Fallow Enrollment

| 2018 | 2019 | 2020 |
|-----------------|----------------|--------------|
| Acres: 1,189.98 | Acres: 1,813.2 | Acres: 3,250 |

8.3 Additional information is provided in Appendix L.

8.1 Preventive Planting Insurance programs within the Subdistrict also partially retired groundwater use on approximately 15,127 acres in the previous Plan Year.

8.1 The Board of Managers approved and funded a new conservation program for 2020. The program requires a reduction of groundwater withdrawals by a well by half of its five year average withdrawals. The program has been well received. The wells that enrolled in the program will be collectively saving approximately 3,190 acre feet of water in 2020. See Appendix L.

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

8.2 Based on total head-gate diversions for the Rio Grande Canal, SLV Canal and Farmers Union during the irrigation season the Subdistrict with their 1,059 shares of surface water diverted approximately 977.12 acre-feet towards recharge to the unconfined aquifer on the White, McConnell, Lacy and West Medano Ranch Shares of properties during the irrigation season. Subdistrict No. 1 did not use the wells located on these parcels for any purpose in 2019. 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

9.0 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 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.

9.0 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 immediately increased the Water Value for groundwater withdrawals beginning in 2019. This will increase Subdistrict No. 1’s revenue and allow 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.

9.0 Examples of new conservation measures are: 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.

9.0 The previous Plan Year resulted in a substantial gains in the aquifer, approximately 138,209 acre feet was recovered to the aquifer in 2019. This gain can be accredited to the snowpack and combined efforts and awareness from producers to reach the sustainability goals through either voluntary conservation and/or participation in current incentive programs to reduce water consumption. The Board of Managers and Subdistrict members will continue work to assist the aquifer in the only way they have available – reducing net consumptive use of water by Subdistrict members. With an average water supply predicted for 2020, Subdistrict No. 1 is seeing a steady increase in enrollment with the conservation programs currently being offered and hopes to see this participation continue to grow. Subdistrict No.1 hopes 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
2020 Plan Year

Prepared
April 10, 2020

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Appendix A

Subdistrict No.1 Well List

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

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

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

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

Appendix A is the most current tabulation of the Water District Identification Number (WDID) and the irrigation well pumping of each Subdistrict No.1 well. The WDIDs of the wells added to and removed from the 2020 Subdistrict No.1 Well list are 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. Several wells, which were identified and confirmed in 2019, were added to the 2020 list of Subdistrict Wells. Requests for Farm Unit updates will be mailed out April 16, 2020. Any reported corrections regarding wells are incorporated into the Subdistrict #1 Well list if appropriate. All wells added or removed from the Subdistrict Well list are referenced in section 1.0.

Current Tabulation of Wells Included in Subdistrict No. 1

| WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> |
|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|
| 2005001 | | 2005007 | 0.03 | 2005013 | | 2005018 | 96.48 | 2005019 | |
| 2005022 | 91.32 | 2005033 | 99.49 | 2005035 | 82.20 | 2005037 | 110.42 | 2005038 | 126.78 |
| 2005040 | | 2005041 | 90.72 | 2005042 | | 2005046 | 111.92 | 2005047 | |
| 2005048 | | 2005049 | 88.43 | 2005050 | 48.18 | 2005051 | | 2005052 | 48.18 |
| 2005053 | 47.07 | 2005056 | | 2005057 | 74.12 | 2005058 | 55.89 | 2005059 | 28.57 |
| 2005062 | | 2005069 | | 2005072 | | 2005077 | | 2005078 | |
| 2005080 | 97.65 | 2005084 | 57.93 | 2005085 | | 2005092 | 0.00 | 2005094 | 84.71 |
| 2005095 | 99.35 | 2005096 | 0.00 | 2005097 | | 2005098 | | 2005102 | |
| 2005103 | 105.98 | 2005104 | 86.72 | 2005105 | | 2005107 | 49.63 | 2005109 | |
| 2005112 | | 2005115 | | 2005116 | 173.98 | 2005119 | 0.00 | 2005120 | 93.19 |
| 2005121 | 0.00 | 2005122 | | 2005125 | 89.88 | 2005126 | | 2005127 | 98.86 |
| 2005131 | | 2005132 | 57.09 | 2005133 | 0.00 | 2005134 | 56.64 | 2005135 | 135.77 |
| 2005137 | 104.14 | 2005138 | 65.76 | 2005141 | | 2005142 | 0.11 | 2005145 | 50.33 |
| 2005148 | | 2005152 | | 2005155 | 86.21 | 2005156 | 81.20 | 2005158 | |
| 2005159 | 48.87 | 2005161 | 0.00 | 2005162 | 77.27 | 2005163 | 74.98 | 2005167 | |
| 2005168 | | 2005170 | | 2005171 | 0.00 | 2005172 | 191.41 | 2005173 | |
| 2005174 | | 2005175 | | 2005176 | 83.96 | 2005177 | 85.04 | 2005178 | 69.20 |
| 2005179 | | 2005181 | 43.28 | 2005185 | | 2005186 | 57.21 | 2005187 | |
| 2005192 | | 2005193 | 79.69 | 2005197 | 156.58 | 2005201 | | 2005202 | 131.82 |
| 2005203 | | 2005205 | 2.94 | 2005206 | 88.37 | 2005207 | 112.30 | 2005208 | |
| 2005211 | 89.95 | 2005212 | 95.89 | 2005315 | | 2005316 | 61.48 | 2005322 | 208.51 |
| 2005324 | 173.96 | 2005325 | 104.53 | 2005326 | | 2005334 | 45.15 | 2005335 | |
| 2005336 | | 2005337 | 97.33 | 2005338 | | 2005339 | 97.33 | 2005340 | 88.43 |

| WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> |
|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|
| 2005342 | | 2005344 | 0.41 | 2005355 | | 2005383 | 145.13 | 2005384 | 50.33 |
| 2005388 | 58.15 | 2005391 | 74.12 | 2005393 | | 2005398 | 0.00 | 2005399 | 0.00 |
| 2005407 | 170.55 | 2005408 | | 2005409 | 95.05 | 2005410 | 111.92 | 2005411 | 67.12 |
| 2005424 | 53.79 | 2005425 | 18.85 | 2005427 | | 2005429 | 101.25 | 2005430 | 119.77 |
| 2005431 | 130.72 | 2005433 | 38.42 | 2005434 | 47.87 | 2005435 | 77.06 | 2005439 | 0.00 |
| 2005443 | 32.72 | 2005444 | 4.82 | 2005445 | | 2005446 | 9.06 | 2005447 | 20.38 |
| 2005448 | | 2005450 | | 2005451 | 57.09 | 2005452 | 47.92 | 2005453 | |
| 2005454 | 58.94 | 2005457 | | 2005458 | | 2005459 | | 2005461 | 0.00 |
| 2005462 | 0.00 | 2005465 | 93.23 | 2005466 | 43.38 | 2005467 | 80.23 | 2005468 | 0.00 |
| 2005469 | 53.89 | 2005470 | 12.05 | 2005471 | 23.63 | 2005472 | | 2005473 | |
| 2005474 | 58.68 | 2005476 | 0.00 | 2005479 | | 2005480 | | 2005481 | 201.03 |
| 2005482 | 53.18 | 2005483 | 57.58 | 2005484 | 119.28 | 2005488 | 30.73 | 2005489 | 30.73 |
| 2005490 | 102.97 | 2005491 | | 2005492 | | 2005493 | 90.85 | 2005494 | 106.36 |
| 2005495 | 96.52 | 2005496 | 53.97 | 2005497 | 0.00 | 2005498 | 88.37 | 2005499 | 188.48 |
| 2005503 | 9.47 | 2005504 | 290.90 | 2005505 | 56.95 | 2005507 | 67.12 | 2005508 | 69.15 |
| 2005509 | 0.00 | 2005510 | 58.52 | 2005511 | 7.20 | 2005512 | 0.00 | 2005513 | 39.54 |
| 2005514 | 39.54 | 2005515 | 0.00 | 2005516 | 22.70 | 2005517 | 15.86 | 2005518 | 9.16 |
| 2005519 | 79.99 | 2005520 | 3.82 | 2005521 | 93.23 | 2005522 | 119.77 | 2005523 | 89.00 |
| 2005524 | 97.02 | 2005525 | 78.77 | 2005526 | 58.38 | 2005527 | 76.79 | 2005528 | 137.20 |
| 2005529 | 46.46 | 2005530 | 37.29 | 2005531 | 18.85 | 2005532 | 53.79 | 2005533 | 0.00 |
| 2005534 | 56.64 | 2005535 | 101.25 | 2005536 | 77.06 | 2005537 | 0.00 | 2005538 | 0.00 |
| 2005540 | | 2005560 | 118.91 | 2005562 | | 2005567 | 59.75 | 2005568 | 127.61 |
| 2005569 | 61.33 | 2005570 | 61.33 | 2005571 | 63.22 | 2005572 | 63.22 | 2005573 | |
| 2005574 | 234.71 | 2005575 | 93.65 | 2005576 | 113.32 | 2005578 | 106.14 | 2005579 | 106.14 |
| 2005580 | | 2005581 | | 2005582 | 55.28 | 2005583 | 53.65 | 2005584 | 61.05 |

| WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> |
|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|
| 2005585 | 61.05 | 2005586 | 95.61 | 2005587 | 95.61 | 2005588 | 118.91 | 2005589 | 55.02 |
| 2005590 | 69.45 | 2005592 | 93.27 | 2005593 | 138.23 | 2005594 | 41.82 | 2005595 | 0.00 |
| 2005596 | 310.77 | 2005597 | 64.92 | 2005598 | 107.42 | 2005599 | 96.20 | 2005601 | 97.59 |
| 2005603 | 37.08 | 2005604 | 91.26 | 2005605 | 107.00 | 2005608 | 99.50 | 2005609 | 40.70 |
| 2005610 | 92.14 | 2005612 | 89.89 | 2005613 | 78.79 | 2005614 | 105.16 | 2005617 | 92.03 |
| 2005621 | 61.46 | 2005641 | | 2005642 | 0.00 | 2005643 | 0.00 | 2005645 | 286.84 |
| 2005646 | 0.00 | 2005648 | 224.99 | 2005651 | | 2005652 | 30.23 | 2005653 | 29.35 |
| 2005654 | 29.35 | 2005656 | 90.00 | 2005657 | | 2005658 | | 2005659 | 54.19 |
| 2005660 | 54.19 | 2005662 | 55.98 | 2005663 | 55.98 | 2005664 | | 2005665 | 56.46 |
| 2005666 | 56.46 | 2005668 | 60.71 | 2005669 | 60.71 | 2005670 | 22.23 | 2005671 | 12.78 |
| 2005672 | 14.31 | 2005673 | 72.64 | 2005674 | 85.36 | 2005675 | 76.79 | 2005676 | 39.57 |
| 2005677 | 43.26 | 2005678 | 81.38 | 2005679 | 81.38 | 2005680 | 91.20 | 2005681 | 91.20 |
| 2005682 | 78.10 | 2005683 | 78.10 | 2005684 | 69.06 | 2005685 | 69.06 | 2005686 | |
| 2005687 | 177.86 | 2005688 | | 2005689 | 43.84 | 2005690 | 106.68 | 2005691 | 106.68 |
| 2005692 | 56.41 | 2005693 | 56.41 | 2005694 | 63.72 | 2005695 | 63.72 | 2005696 | |
| 2005697 | 81.20 | 2005698 | 59.80 | 2005699 | 59.80 | 2005700 | 0.00 | 2005701 | |
| 2005702 | 91.93 | 2005703 | 81.26 | 2005704 | 91.93 | 2005705 | 81.26 | 2005706 | |
| 2005707 | 33.46 | 2005708 | | 2005709 | 111.61 | 2005710 | 73.27 | 2005711 | 73.27 |
| 2005712 | 146.32 | 2005713 | 240.72 | 2005714 | 63.35 | 2005715 | 63.35 | 2005716 | 101.15 |
| 2005717 | 101.15 | 2005718 | 109.88 | 2005719 | 109.88 | 2005720 | 0.00 | 2005721 | 120.53 |
| 2005722 | | 2005723 | 53.16 | 2005726 | 85.82 | 2005727 | 28.52 | 2005728 | 0.18 |
| 2005729 | 169.92 | 2005730 | | 2005731 | 181.21 | 2005732 | 9.28 | 2005733 | 2.28 |
| 2005734 | 9.99 | 2005738 | | 2005739 | 68.37 | 2005740 | 89.74 | 2005741 | 89.74 |
| 2005742 | 27.18 | 2005743 | 27.18 | 2005745 | 53.52 | 2005746 | 0.04 | 2005747 | 47.00 |
| 2005748 | 36.27 | 2005749 | 36.78 | 2005750 | 49.47 | 2005751 | 31.73 | 2005752 | 30.58 |

| WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> | WDID | <u>acft 2019</u> |
|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|-------------|-------------------------|
| 2005753 | 70.62 | 2005754 | 95.16 | 2005755 | 57.90 | 2005756 | 58.87 | 2005757 | 57.14 |
| 2005758 | 64.32 | 2005759 | 64.32 | 2005760 | 41.82 | 2005761 | 77.45 | 2005762 | 75.17 |
| 2005763 | 32.69 | 2005764 | 31.73 | 2005765 | 31.73 | 2005766 | 0.00 | 2005767 | 0.00 |
| 2005768 | 0.00 | 2005769 | 0.00 | 2005770 | 0.00 | 2005771 | 0.00 | 2005772 | 109.23 |
| 2005773 | 83.92 | 2005774 | 0.43 | 2005775 | 0.43 | 2005776 | 38.69 | 2005777 | 38.69 |
| 2005778 | 71.06 | 2005779 | 71.06 | 2005780 | 83.85 | 2005781 | 93.96 | 2005782 | 80.47 |
| 2005784 | 93.21 | 2005785 | | 2005786 | 86.10 | 2005787 | 31.66 | 2005789 | 64.35 |
| 2005791 | 87.65 | 2005793 | | 2005798 | | 2005799 | | 2005801 | 279.40 |
| 2005803 | 91.27 | 2005806 | | 2005807 | 343.19 | 2005809 | 12.78 | 2005811 | 72.64 |
| 2005812 | 55.52 | 2005813 | 110.14 | 2005814 | 65.98 | 2005815 | 36.65 | 2005816 | 0.00 |
| 2005817 | 252.75 | 2005818 | | 2005819 | 104.53 | 2005820 | 73.78 | 2005821 | 71.61 |
| 2005822 | | 2005823 | 92.96 | 2005824 | 59.88 | 2005825 | 59.88 | 2005826 | 62.94 |
| 2005827 | 48.25 | 2005828 | 210.78 | 2005829 | 73.94 | 2005830 | 14.83 | 2005831 | 14.40 |
| 2005832 | 73.72 | 2005833 | 73.72 | 2005834 | | 2005835 | | 2005836 | 28.55 |
| 2005837 | 27.71 | 2005838 | 41.94 | 2005839 | 12.92 | 2005840 | 93.39 | 2005841 | 90.64 |
| 2005842 | 47.16 | 2005843 | 45.78 | 2005844 | 49.63 | 2005845 | 51.13 | 2005846 | 46.97 |
| 2005847 | 46.97 | 2005848 | 65.28 | 2005849 | 65.28 | 2005850 | 75.03 | 2005851 | 11.66 |
| 2005852 | 19.90 | 2005853 | 19.90 | 2005855 | 93.89 | 2005857 | 0.00 | 2005859 | 35.64 |
| 2005862 | 73.66 | 2005864 | 39.32 | 2005866 | | 2005868 | 0.00 | 2005869 | |
| 2005870 | 83.28 | 2005871 | | 2005876 | 83.24 | 2005884 | 56.86 | 2005886 | 0.00 |
| 2005907 | 62.53 | 2005909 | 76.38 | 2005913 | 77.90 | 2005916 | 49.43 | 2005918 | 49.43 |
| 2005919 | 49.43 | 2005920 | 49.43 | 2005921 | 0.00 | 2005923 | 26.00 | 2005924 | 101.24 |
| 2005926 | 92.14 | 2005928 | | 2005929 | | 2005930 | 43.28 | 2005931 | 129.11 |
| 2005932 | 170.57 | 2005933 | | 2005934 | | 2005935 | 119.76 | 2005936 | 183.16 |
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| 2005951 | | 2005952 | 0.00 | 2005953 | 0.00 | 2005954 | 0.00 | 2005955 | |
| 2006003 | 0.00 | 2006004 | | 2006005 | 0.00 | 2006007 | 45.30 | 2006008 | 43.97 |
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| 2006016 | 43.97 | 2006017 | 116.96 | 2006018 | 116.96 | 2006019 | | 2006020 | 0.00 |
| 2006021 | 0.00 | 2006023 | 70.00 | 2006025 | | 2006026 | 72.72 | 2006027 | 72.72 |
| 2006028 | 64.97 | 2006029 | 64.97 | 2006030 | 42.27 | 2006031 | 43.55 | 2006032 | 62.53 |
| 2006152 | 46.85 | 2006153 | | 2006176 | 99.19 | 2006177 | 119.33 | 2006178 | 99.19 |
| 2006179 | 119.33 | 2006218 | 123.11 | 2006234 | | 2006235 | 130.90 | 2006248 | 71.49 |
| 2006251 | 66.15 | 2006252 | 66.15 | 2006253 | 79.28 | 2006254 | 79.28 | 2006262 | 1.21 |
| 2006263 | 145.34 | 2006264 | 145.13 | 2006265 | | 2006266 | 124.69 | 2006269 | |
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| 2006280 | 144.97 | 2006281 | 91.13 | 2006282 | 91.13 | 2006283 | 0.00 | 2006284 | 90.38 |
| 2006285 | 90.38 | 2006286 | 85.01 | 2006287 | 85.01 | 2006288 | 0.00 | 2006289 | 0.00 |
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| 2006297 | 118.35 | 2006298 | | 2006299 | 89.77 | 2006300 | 86.65 | 2006301 | 156.58 |
| 2006302 | | 2006304 | | 2006305 | 63.33 | 2006306 | | 2006307 | 52.04 |
| 2006308 | | 2006309 | 154.31 | 2006310 | 53.67 | 2006311 | 53.67 | 2006312 | 71.45 |
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| 2006321 | | 2006322 | | 2006323 | | 2006324 | | 2006325 | |
| 2006326 | | 2006327 | | 2006328 | | 2006329 | 0.00 | 2006330 | 0.00 |
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| 2006336 | 0.00 | 2006337 | 5.04 | 2006338 | 5.04 | 2006339 | 0.00 | 2006340 | |
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| 2006352 | | 2006353 | 65.39 | 2006354 | 46.96 | 2006355 | 45.58 | 2006356 | 84.69 |
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| 2006368 | 57.79 | 2006369 | 86.43 | 2006370 | 86.43 | 2006371 | | 2006372 | 107.05 |
| 2006373 | 0.00 | 2006374 | 116.70 | 2006375 | 47.51 | 2006376 | 47.51 | 2006377 | |
| 2006378 | 0.00 | 2006379 | 188.63 | 2006380 | 84.71 | 2006381 | | 2006382 | 92.03 |
| 2006383 | 123.27 | 2006384 | 123.27 | 2006385 | 62.34 | 2006386 | 64.23 | 2006387 | |
| 2006388 | 86.73 | 2006389 | | 2006390 | 137.88 | 2006391 | 114.98 | 2006392 | 114.98 |
| 2006393 | | 2006394 | 105.78 | 2006395 | | 2006396 | 66.77 | 2006397 | 0.00 |
| 2006398 | 241.30 | 2006399 | | 2006402 | 274.38 | 2006403 | 81.84 | 2006404 | |
| 2006405 | 64.02 | 2006409 | | 2006410 | 107.36 | 2006411 | 89.88 | 2006412 | |
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| 2006418 | 30.85 | 2006419 | | 2006420 | 87.28 | 2006421 | | 2006422 | 192.65 |
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| 2006449 | 60.20 | 2006450 | 95.86 | 2006451 | 95.86 | 2006452 | | 2006453 | 82.38 |
| 2006454 | | 2006455 | 71.75 | 2006457 | 90.44 | 2006458 | 90.44 | 2006459 | 45.49 |
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| 2006466 | 73.86 | 2006467 | | 2006468 | 192.22 | 2006469 | | 2006470 | 100.89 |
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| 2006482 | 100.06 | 2006483 | 110.42 | 2006491 | | 2006492 | 116.55 | 2006493 | |
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| 2006522 | 99.77 | 2006523 | | 2006524 | 58.65 | 2006525 | 0.00 | 2006526 | 49.30 |
| 2006527 | 54.96 | 2006528 | 86.68 | 2006529 | 86.68 | 2006530 | | 2006531 | 190.45 |
| 2006532 | 48.84 | 2006533 | 50.32 | 2006534 | 90.72 | 2006535 | 98.55 | 2006536 | 98.55 |
| 2006538 | 50.00 | 2006539 | | 2006540 | 45.21 | 2006541 | 45.21 | 2006542 | 46.58 |
| 2006545 | 92.15 | 2006546 | | 2006547 | 86.98 | 2006548 | | 2006549 | 114.10 |
| 2006555 | 107.37 | 2006557 | 0.90 | 2006559 | | 2006560 | 84.20 | 2006561 | 84.20 |
| 2006562 | 57.93 | 2006563 | 124.10 | 2006564 | 65.79 | 2006565 | | 2006566 | |
| 2006567 | 111.21 | 2006570 | 29.13 | 2006571 | 29.13 | 2006574 | 0.00 | 2006575 | 0.00 |
| 2006576 | 74.50 | 2006577 | 74.50 | 2006578 | | 2006579 | 198.12 | 2006580 | 93.31 |
| 2006581 | 93.31 | 2006585 | 61.27 | 2006587 | 108.76 | 2006588 | 108.76 | 2006589 | 97.34 |
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| 2006595 | | 2006596 | 34.00 | 2006597 | 79.96 | 2006598 | 33.00 | 2006599 | 79.96 |
| 2006601 | 78.17 | 2006602 | 120.08 | 2006604 | 15.71 | 2006605 | 19.72 | 2006606 | 19.72 |
| 2006608 | 17.83 | 2006609 | | 2006610 | 106.08 | 2006611 | | 2006612 | 196.55 |
| 2006613 | | 2006615 | 81.87 | 2006617 | 0.90 | 2006622 | 89.67 | 2006623 | 139.00 |
| 2006624 | 2.19 | 2006625 | | 2006626 | 285.65 | 2006627 | 38.21 | 2006628 | 38.21 |
| 2006629 | 39.37 | 2006630 | 55.83 | 2006631 | 105.98 | 2006632 | 86.72 | 2006633 | 107.37 |
| 2006635 | 69.20 | 2006637 | 72.38 | 2006643 | 70.25 | 2006644 | 118.72 | 2006645 | 118.72 |
| 2006646 | 132.10 | 2006647 | 132.10 | 2006648 | 69.42 | 2006649 | 57.77 | 2006653 | |
| 2006654 | 0.00 | 2006655 | 0.00 | 2006656 | 0.00 | 2006659 | 35.63 | 2006662 | 40.98 |
| 2006668 | 39.09 | 2006669 | 39.09 | 2006670 | 52.04 | 2006673 | 97.54 | 2006675 | 219.14 |
| 2006678 | 92.81 | 2006679 | 66.81 | 2006684 | | 2006685 | | 2006686 | |

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| 2008001 | 206.24 | 2008002 | 59.88 | 2008003 | 109.13 | 2008005 | 138.48 | 2008008 | 76.72 |
| 2008009 | 82.50 | 2008011 | 137.32 | 2008012 | 90.69 | 2008016 | 61.20 | 2008017 | 95.18 |
| 2008018 | 157.00 | 2008026 | 172.48 | 2008027 | 113.00 | 2008030 | 45.73 | 2008031 | 45.73 |
| 2008032 | 47.11 | 2008033 | 46.49 | 2008034 | 98.11 | 2008037 | 107.58 | 2008038 | 41.73 |
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| 2008048 | 8.66 | 2008050 | 49.75 | 2008129 | 0.00 | 2008130 | 0.00 | 2008139 | 120.29 |
| 2008141 | 28.54 | 2008142 | 122.76 | 2008143 | 122.76 | 2008144 | 40.34 | 2008145 | 40.34 |
| 2008146 | 17.78 | 2008147 | 17.78 | 2008148 | 41.95 | 2008149 | 41.95 | 2008150 | 85.89 |
| 2008153 | 54.16 | 2008154 | 54.16 | 2008155 | | 2008156 | | 2008161 | 53.38 |
| 2008163 | 80.56 | 2008164 | 82.01 | 2008166 | 59.21 | 2008167 | 59.21 | 2008168 | |
| 2008169 | 44.55 | 2008172 | 42.28 | 2008173 | 42.28 | 2008174 | 0.08 | 2008176 | 0.21 |
| 2008177 | | 2008178 | | 2008180 | 77.50 | 2008181 | 77.50 | 2008182 | 58.35 |
| 2008183 | 58.35 | 2008185 | 55.70 | 2008186 | 60.27 | 2008187 | 60.27 | 2008188 | 173.78 |
| 2008189 | 229.96 | 2008190 | 171.42 | 2008191 | 297.82 | 2008192 | 236.62 | 2008193 | 215.79 |
| 2008195 | 74.57 | 2008196 | 82.76 | 2008197 | 38.94 | 2008198 | 69.04 | 2008199 | |
| 2008203 | 113.86 | 2008204 | 149.74 | 2008207 | 287.14 | 2008213 | 35.89 | 2008214 | 3.55 |
| 2008215 | 3.55 | 2008216 | 68.98 | 2008220 | 22.53 | 2008221 | 22.53 | 2008222 | 22.53 |
| 2008223 | 0.00 | 2008224 | 0.00 | 2008225 | 0.00 | 2008226 | 37.13 | 2008229 | 34.17 |
| 2008230 | 34.17 | 2008231 | 34.17 | 2008235 | 96.02 | 2008238 | 73.27 | 2008239 | 118.60 |
| 2008240 | 31.23 | 2008241 | 42.25 | 2008243 | 63.58 | 2008251 | 127.47 | 2008252 | 131.61 |
| 2008254 | 95.51 | 2008257 | | 2008258 | 53.16 | 2008262 | 78.17 | 2008266 | 79.46 |
| 2008270 | 32.57 | 2008271 | 32.57 | 2008272 | 33.52 | 2008273 | 33.52 | 2008274 | 23.71 |
| 2008275 | 23.71 | 2008276 | 32.57 | 2008277 | 33.52 | 2008283 | 24.43 | 2008285 | 58.88 |
| 2008286 | 58.88 | 2008287 | 47.54 | 2008288 | 47.54 | 2008289 | 44.16 | 2008290 | 118.32 |
| 2008291 | 93.79 | 2008292 | 12.92 | 2008295 | | 2008297 | 50.81 | 2008298 | 46.85 |

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| 2008320 | 0.00 | 2008321 | | 2008322 | 147.16 | 2008326 | | 2008336 | 85.78 |
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| 2008363 | 75.37 | 2008364 | 75.37 | 2008365 | 61.27 | 2008366 | | 2008376 | 69.45 |
| 2008377 | 3.26 | 2008378 | 61.46 | 2008379 | | 2008380 | 197.05 | 2008381 | 203.03 |
| 2008383 | | 2008384 | | 2008385 | 119.86 | 2008386 | 84.41 | 2008388 | |
| 2008389 | 130.80 | 2008390 | 105.79 | 2008391 | 0.00 | 2008392 | 31.50 | 2008397 | 87.26 |
| 2008398 | | 2008399 | 78.39 | 2008400 | | 2008401 | 78.39 | 2008403 | 1.70 |
| 2008404 | | 2008405 | | 2008406 | 87.26 | 2008407 | 60.38 | 2008408 | |
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| 2008418 | | 2008419 | | 2008420 | 95.72 | 2008422 | 64.35 | 2008423 | 66.30 |
| 2008425 | 43.45 | 2008427 | 125.00 | 2008428 | 114.10 | 2008429 | 103.90 | 2008431 | |
| 2008432 | | 2008433 | 113.18 | 2008434 | | 2008435 | 86.52 | 2008436 | 94.89 |
| 2008437 | 0.15 | 2008438 | 53.23 | 2008439 | 0.00 | 2008440 | 0.00 | 2008441 | 0.00 |
| 2008442 | 0.30 | 2008443 | | 2008444 | 105.04 | 2008446 | 115.69 | 2008447 | 94.22 |
| 2008448 | 126.26 | 2008449 | 81.47 | 2008450 | 79.17 | 2008451 | 88.17 | 2008452 | 116.93 |
| 2008453 | | 2008454 | | 2008455 | 68.26 | 2008456 | 59.53 | 2008457 | 116.93 |
| 2008458 | 59.53 | 2008459 | 68.26 | 2008460 | | 2008461 | 60.05 | 2008462 | 60.05 |
| 2008463 | 61.87 | 2008464 | | 2008465 | 110.64 | 2008466 | 110.64 | 2008467 | 68.65 |
| 2008468 | | 2008469 | 56.96 | 2008470 | | 2008471 | | 2008472 | |
| 2008473 | 49.99 | 2008474 | 59.22 | 2008475 | | 2008476 | 55.70 | 2008477 | |
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| 2008484 | 39.68 | 2008485 | | 2008486 | 39.68 | 2008499 | | 2008500 | |
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| 2008525 | 98.38 | 2008526 | | 2008527 | 71.75 | 2008528 | 172.60 | 2008529 | |
| 2008531 | | 2008532 | | 2008535 | | 2008536 | | 2008537 | |
| 2008539 | 83.64 | 2008551 | 126.86 | 2008552 | 95.09 | 2008553 | 30.85 | 2008556 | 87.28 |
| 2008566 | 47.07 | 2008567 | 0.00 | 2008571 | 79.97 | 2008574 | 66.77 | 2008576 | 594.26 |
| 2008578 | | 2008579 | 166.00 | 2008580 | | 2008581 | 90.61 | 2008583 | |
| 2008584 | 185.99 | 2008590 | 0.04 | 2008591 | 41.19 | 2008593 | 71.60 | 2008594 | |
| 2008595 | 85.13 | 2008596 | | 2008597 | | 2008599 | 226.24 | 2008600 | |
| 2008601 | | 2008602 | 79.31 | 2008610 | 3.31 | 2008612 | | 2008613 | 115.15 |
| 2008614 | 65.39 | 2008615 | | 2008616 | 38.52 | 2008617 | 115.15 | 2008620 | |
| 2008621 | 81.62 | 2008623 | 8.75 | 2008624 | 81.62 | 2008626 | 106.79 | 2008627 | 59.16 |
| 2008628 | | 2008629 | 59.16 | 2008631 | | 2008632 | 3.85 | 2008637 | |
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| 2008655 | | 2008657 | | 2008658 | 26.75 | 2008660 | 133.54 | 2008661 | 143.56 |
| 2008662 | 89.92 | 2008663 | 213.82 | 2008668 | | 2008669 | 101.36 | 2008670 | 112.19 |
| 2008671 | 230.27 | 2008677 | 0.00 | 2008678 | | 2008679 | 95.73 | 2008680 | |
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| 2008706 | 42.86 | 2008707 | 91.12 | 2008708 | | 2008709 | 91.12 | 2008710 | 48.53 |
| 2008711 | | 2008718 | | 2008719 | | 2008720 | 70.25 | 2008721 | |
| 2008722 | | 2008723 | | 2008724 | 99.79 | 2008725 | 156.75 | 2008727 | 108.31 |
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| 2008744 | 11.89 | 2008745 | 94.30 | 2008746 | | 2008747 | 103.26 | 2008748 | 100.10 |
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| 2008754 | 0.00 | 2008763 | | 2008764 | 107.48 | 2008765 | 0.36 | 2008766 | 113.38 |
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| 2008778 | 81.54 | 2008779 | | 2008781 | 49.44 | 2008782 | 49.44 | 2008784 | 97.84 |
| 2008788 | | 2008789 | 35.64 | 2008792 | 141.20 | 2008793 | | 2008794 | |
| 2008795 | 144.96 | 2008798 | 100.96 | 2008799 | | 2008800 | 90.88 | 2008801 | 90.88 |
| 2008802 | | 2008803 | 84.33 | 2008806 | 157.04 | 2008807 | | 2008809 | 52.69 |
| 2008810 | 230.61 | 2008811 | | 2008812 | 87.65 | 2008813 | 43.84 | 2008815 | 0.08 |
| 2008818 | | 2008821 | | 2008822 | | 2008823 | 35.87 | 2008824 | 80.71 |
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| 2008838 | 88.84 | 2008839 | 47.87 | 2008840 | | 2008841 | | 2008842 | |
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| 2008848 | | 2008849 | | 2008855 | | 2008858 | | 2008863 | 73.39 |
| 2008864 | 71.23 | 2008865 | | 2008869 | 94.44 | 2008870 | 0.00 | 2008871 | 84.99 |
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| 2008887 | 35.63 | 2008888 | 36.71 | 2008889 | 1.36 | 2008890 | | 2008891 | 3.08 |
| 2008893 | 84.84 | 2008894 | 56.48 | 2008895 | | 2008896 | 84.84 | 2008897 | 3.41 |
| 2008898 | | 2008899 | 101.38 | 2008902 | 36.78 | 2008903 | 196.08 | 2008904 | 94.71 |
| 2008908 | | 2008909 | | 2008910 | 127.88 | 2008911 | 75.06 | 2008915 | |
| 2008916 | 108.18 | 2008917 | 108.18 | 2008918 | 92.46 | 2008919 | | 2008920 | |
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| 2008940 | 63.30 | 2008942 | | 2008943 | | 2008944 | | 2008945 | |
| 2008946 | | 2008947 | | 2008948 | | 2008949 | 145.92 | 2008954 | |
| 2008955 | 86.12 | 2008956 | 86.12 | 2008958 | 17.86 | 2008961 | | 2008962 | 100.91 |
| 2008963 | 100.91 | 2008964 | | 2008965 | 114.82 | 2008967 | 0.23 | 2008968 | |
| 2008973 | 54.13 | 2008974 | 6.37 | 2008975 | 384.46 | 2008977 | | 2008978 | 112.55 |
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| 2008988 | 76.83 | 2008989 | | 2008990 | | 2008992 | 108.01 | 2008993 | |
| 2008994 | | 2008995 | 93.90 | 2008998 | 113.47 | 2009002 | 45.58 | 2009003 | 64.05 |
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| 2009043 | 81.03 | 2009044 | 0.00 | 2009045 | 31.93 | 2009047 | | 2009048 | 52.00 |
| 2009049 | 86.71 | 2009050 | 150.56 | 2009051 | 153.36 | 2009052 | | 2009053 | |
| 2009054 | | 2009055 | 82.83 | 2009057 | 201.03 | 2009065 | 11.99 | 2009067 | 105.94 |
| 2009069 | 0.00 | 2009072 | 116.70 | 2009082 | | 2009083 | 90.33 | 2009084 | 107.50 |
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| 2009096 | | 2009104 | 48.29 | 2009105 | 86.76 | 2009106 | | 2009107 | |
| 2009108 | 97.63 | 2009110 | 48.44 | 2009111 | | 2009112 | | 2009113 | 0.00 |
| 2009114 | 106.67 | 2009115 | | 2009118 | 0.00 | 2009120 | 228.21 | 2009121 | 179.01 |
| 2009122 | | 2009123 | 129.59 | 2009131 | | 2009132 | | 2009133 | |
| 2009134 | | 2009135 | | 2009136 | 161.39 | 2009137 | | 2009139 | |
| 2009140 | 95.18 | 2009141 | 99.41 | 2009142 | | 2009143 | | 2009144 | |
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| 2009164 | | 2009165 | | 2009166 | | 2009167 | 150.22 | 2009171 | 108.54 |
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| 2009220 | 86.06 | 2009222 | 33.45 | 2009223 | 73.86 | 2009224 | | 2009228 | 248.70 |
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| 2009245 | 121.60 | 2009246 | 95.68 | 2009247 | 156.54 | 2009249 | 80.33 | 2009250 | |
| 2009251 | | 2009255 | 98.18 | 2009256 | | 2009257 | | 2009262 | |
| 2009266 | 95.34 | 2009267 | | 2009269 | 122.68 | 2009270 | 97.43 | 2009271 | 26.18 |
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| 2009357 | 97.22 | 2009364 | 47.05 | 2009365 | 8.66 | 2009373 | | 2009374 | 17.52 |
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| 2009577 | 141.09 | 2009578 | | 2009587 | 72.19 | 2009588 | 113.66 | 2009603 | |
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| 2010005 | 99.16 | 2010006 | 163.17 | 2010007 | 105.16 | 2010008 | 81.87 | 2010009 | 83.94 |
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| 2010112 | 127.47 | 2010117 | | 2010118 | | 2010119 | | 2010120 | 1.80 |
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| 2010213 | 152.44 | 2010216 | 93.78 | 2010217 | | 2010218 | 0.00 | 2010219 | 66.98 |
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| 2010240 | 8.63 | 2010245 | 0.00 | 2010246 | | 2010249 | | 2010261 | |
| 2010262 | 217.61 | 2010263 | 36.22 | 2010270 | 0.03 | 2010272 | 62.37 | 2010292 | 119.33 |
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| 2010353 | 83.53 | 2010354 | 343.34 | 2010355 | | 2010356 | | 2010363 | 346.29 |
| 2010364 | | 2010365 | | 2010396 | 80.87 | 2010397 | 80.87 | 2010400 | 201.62 |
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| 2010442 | 44.19 | 2010448 | 71.49 | 2010466 | | 2010499 | | 2010500 | |
| 2010521 | 115.85 | 2010543 | 100.86 | 2010544 | 100.86 | 2010546 | 59.54 | 2010547 | |
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| 2010629 | 61.37 | 2010648 | | 2010674 | | 2010675 | | 2010676 | 86.14 |
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| 2010725 | 27.71 | 2010732 | 88.52 | 2010754 | 1.39 | 2010755 | 0.00 | 2010786 | 63.07 |
| 2010787 | | 2010788 | 76.38 | 2010789 | 117.23 | 2010790 | 10.44 | 2010815 | |
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| 2010930 | | 2010939 | 47.90 | 2010940 | 46.38 | 2010973 | | 2010974 | 98.76 |
| 2010985 | 183.48 | 2011003 | 33.02 | 2011004 | 6.29 | 2011005 | 1.08 | 2011006 | 103.67 |
| 2011007 | 0.00 | 2011008 | 166.54 | 2011009 | | 2011012 | 0.03 | 2011020 | 78.72 |
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| 2011129 | 27.66 | 2011131 | 32.67 | 2011133 | | 2011136 | | 2011137 | 56.09 |
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| 2011325 | 15.71 | 2011326 | 57.62 | 2011331 | 1.11 | 2011332 | | 2011333 | 96.02 |
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| 2011457 | | 2011458 | 84.44 | 2011459 | 84.67 | 2011472 | | 2011559 | |
| 2011580 | 0.23 | 2011581 | 0.24 | 2011588 | 7.40 | 2011589 | 37.25 | 2011597 | |
| 2011598 | 37.25 | 2011605 | | 2011606 | 0.78 | 2011608 | 74.14 | 2011609 | 74.14 |
| 2011621 | 105.69 | 2011632 | | 2011634 | 189.93 | 2011640 | 105.78 | 2011676 | |
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| 2011713 | 4.22 | 2011719 | 0.00 | 2011725 | 0.00 | 2011742 | 389.76 | 2011759 | |
| 2011796 | | 2011797 | 167.13 | 2011798 | 120.45 | 2011799 | | 2011800 | |
| 2011802 | | 2011805 | | 2011806 | | 2011808 | | 2011809 | |
| 2011810 | | 2011816 | | 2011817 | | 2011818 | 85.88 | 2011820 | 150.88 |
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| 2011983 | 104.66 | 2012001 | | 2012002 | | 2012011 | 1.34 | 2012026 | 0.03 |
| 2012030 | 43.75 | 2012031 | 505.18 | 2012032 | 9.58 | 2012033 | 43.75 | 2012045 | 211.35 |
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| 2012157 | 84.27 | 2012158 | | 2012163 | 88.66 | 2012164 | | 2012166 | 88.66 |
| 2012184 | 82.68 | 2012187 | 49.41 | 2012188 | | 2012189 | 44.46 | 2012223 | 62.26 |
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| 2012292 | | 2012293 | 47.48 | 2012294 | 47.48 | 2012295 | 39.32 | 2012296 | 70.28 |
| 2012297 | 70.28 | 2012298 | 0.00 | 2012299 | 215.69 | 2012300 | 41.84 | 2012314 | |
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| 2012376 | 230.15 | 2012377 | 38.76 | 2012378 | 181.83 | 2012379 | | 2012380 | 21.14 |
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| 2012611 | 93.08 | 2012628 | | 2012636 | | 2012637 | 95.57 | 2012638 | 95.57 |
| 2012640 | 82.80 | 2012641 | 70.50 | 2012643 | 103.02 | 2012645 | | 2012647 | 0.00 |
| 2012648 | 0.00 | 2012665 | 284.75 | 2012666 | 20.55 | 2012667 | | 2012668 | 182.13 |

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| 2013344 | 90.61 | 2013345 | 123.70 | 2013346 | 88.59 | 2013347 | 85.13 | 2013350 | 140.29 |
| 2013351 | 140.29 | 2013363 | 50.05 | 2013364 | 122.68 | 2013365 | 134.88 | 2013366 | 53.34 |
| 2013373 | | 2013375 | 86.21 | 2013377 | 0.00 | 2013381 | 12.21 | 2013382 | 167.00 |
| 2013388 | 127.89 | 2013389 | 42.77 | 2013390 | 77.81 | 2013406 | 118.07 | 2013410 | 87.59 |
| 2013411 | 84.27 | 2013415 | 114.79 | 2013416 | 118.61 | 2013418 | 37.11 | 2013432 | 295.11 |
| 2013440 | 53.23 | 2013441 | 75.02 | 2013442 | | 2013443 | 84.43 | 2013444 | 48.87 |
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| 2013451 | 155.65 | 2013457 | 39.00 | 2013461 | 110.09 | 2013462 | 103.91 | 2013464 | 0.00 |
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| 2013517 | 262.35 | 2013518 | 67.15 | 2013520 | | 2013522 | 54.00 | 2013524 | 66.18 |
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| 2013541 | 194.15 | 2013542 | 259.89 | 2013543 | 96.57 | 2013544 | 113.66 | 2013547 | 52.85 |
| 2013548 | 49.89 | 2013549 | 89.40 | 2013550 | 112.79 | 2013551 | 16.69 | 2013552 | 88.65 |
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| 2013559 | 26.83 | 2013561 | 113.34 | 2013563 | 0.00 | 2013567 | 36.00 | 2013568 | 52.04 |
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| 2013582 | 188.06 | 2013584 | 78.18 | 2013585 | 100.78 | 2013586 | 153.36 | 2013587 | 186.92 |
| 2013588 | 152.30 | 2013594 | 95.65 | 2013596 | | 2013597 | 136.37 | 2013599 | |
| 2013606 | 66.50 | 2013607 | 0.82 | 2013610 | 47.78 | 2013612 | 40.78 | 2013613 | 59.84 |
| 2013614 | 75.96 | 2013615 | 43.87 | 2013616 | 36.22 | 2013618 | | 2013622 | 34.41 |
| 2013623 | 41.75 | 2013624 | 0.00 | 2013625 | 0.00 | 2013626 | 86.56 | 2013627 | 87.82 |
| 2013628 | 69.60 | 2013629 | 120.35 | 2013630 | 120.35 | 2013631 | 28.29 | 2013632 | |
| 2013633 | 61.74 | 2013635 | 121.60 | 2013637 | 54.53 | 2013638 | 45.49 | 2013639 | 59.14 |
| 2013640 | 48.82 | 2013641 | 45.49 | 2013642 | 47.28 | 2013643 | 47.28 | 2013644 | 63.49 |
| 2013645 | 57.37 | 2013653 | 4.21 | 2013654 | 0.19 | 2013656 | 0.00 | 2013657 | 34.97 |
| 2013658 | 88.15 | 2013663 | | 2013664 | 50.00 | 2013665 | 68.87 | 2013668 | 111.11 |
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| 2013686 | 80.56 | 2013688 | 103.02 | 2013690 | 234.44 | 2013692 | 30.33 | 2013693 | 54.76 |
| 2013694 | 81.03 | 2013695 | 84.99 | 2013699 | 3.24 | 2013701 | 175.74 | 2013705 | 113.18 |
| 2013706 | 70.16 | 2013708 | 105.04 | 2013711 | 27.18 | 2013712 | 29.82 | 2013713 | 29.02 |
| 2013714 | 24.66 | 2013715 | 39.91 | 2013719 | 11.10 | 2013720 | 19.06 | 2013721 | 40.23 |
| 2013722 | 48.03 | 2013724 | 24.75 | 2013725 | 24.75 | 2013728 | 15.20 | 2013730 | 51.02 |
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| 2013747 | 39.58 | 2013748 | 58.08 | 2013749 | 41.17 | 2013750 | 33.00 | 2013751 | 14.40 |
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| 2013789 | 66.98 | 2013790 | 0.37 | 2013791 | 262.86 | 2013795 | 288.27 | 2013796 | 1.10 |
| 2013797 | 126.27 | 2013798 | 98.38 | 2013800 | 183.35 | 2013801 | 83.64 | 2013802 | |
| 2013803 | 77.57 | 2013804 | 76.72 | 2013805 | 28.80 | 2013806 | 28.80 | 2013807 | 28.80 |
| 2013808 | 28.80 | 2013809 | 31.71 | 2013810 | 31.71 | 2013811 | 15.69 | 2013812 | 15.69 |
| 2013813 | 16.16 | 2013814 | 25.30 | 2013817 | 85.04 | 2013819 | 45.09 | 2013820 | 58.88 |
| 2013821 | 62.09 | 2013822 | 62.09 | 2013823 | 11.66 | 2013824 | 45.09 | 2013826 | 49.41 |
| 2013827 | 40.77 | 2013829 | 74.57 | 2013830 | 82.76 | 2013831 | 0.00 | 2013833 | 56.58 |
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| 2013848 | 44.67 | 2013850 | 25.94 | 2013851 | 25.94 | 2013852 | 35.44 | 2013853 | 35.44 |
| 2013854 | 36.51 | 2013855 | 79.46 | 2013856 | 120.08 | 2013858 | 122.10 | 2013859 | 161.76 |
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| 2013867 | | 2013868 | 69.39 | 2013873 | 102.18 | 2013874 | 102.18 | 2013875 | 95.72 |
| 2013879 | 65.06 | 2013880 | 65.06 | 2013881 | 67.04 | 2013882 | 75.24 | 2013884 | 215.36 |
| 2013886 | 94.30 | 2013887 | 107.50 | 2013888 | 90.33 | 2013890 | 184.69 | 2013891 | 65.44 |
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| 2013902 | | 2013905 | 57.37 | 2013906 | 12.44 | 2013907 | 167.19 | 2013908 | |
| 2013909 | 59.88 | 2013910 | | 2013911 | | 2013912 | | 2013913 | 118.07 |
| 2013914 | 75.06 | 2013915 | 50.77 | 2013916 | 199.88 | 2013925 | 77.43 | 2013927 | 0.89 |
| 2013928 | 212.12 | 2013929 | 91.32 | 2013931 | 84.84 | 2013932 | 47.90 | 2013934 | 0.00 |
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| 2013945 | | 2013946 | 14.15 | 2013947 | 36.78 | 2013948 | 39.95 | 2013949 | 105.55 |
| 2013950 | 46.57 | 2013952 | 43.22 | 2013953 | 18.32 | 2013954 | 41.56 | 2013955 | |
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| 2013983 | 75.86 | 2013986 | 58.29 | 2013987 | | 2013994 | | 2013995 | 85.38 |
| 2013996 | 123.79 | 2013997 | 193.35 | 2013998 | 136.82 | 2013999 | | 2014000 | 94.27 |
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| 2014007 | | 2014013 | 20.12 | 2014014 | 20.12 | 2014015 | 81.84 | 2014016 | 20.73 |
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| 2014027 | 86.71 | 2014028 | 100.85 | 2014029 | 3.00 | 2014030 | 164.61 | 2014032 | 177.06 |
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| 2014045 | | 2014046 | | 2014047 | 66.27 | 2014048 | 49.96 | 2014049 | 58.57 |
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| 2014085 | 0.00 | 2014086 | 0.00 | 2014087 | 0.00 | 2014088 | | 2014090 | 0.24 |
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| 2014103 | 48.75 | 2014105 | 90.86 | 2014106 | 90.86 | 2014107 | 0.00 | 2014116 | 46.82 |
| 2014117 | 48.24 | 2014118 | 81.33 | 2014119 | 81.33 | 2014120 | 94.30 | 2014121 | 94.30 |
| 2014122 | 75.17 | 2014124 | 113.34 | 2014125 | 168.66 | 2014126 | 58.15 | 2014128 | 202.19 |
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| 2014142 | 70.87 | 2014143 | 108.01 | 2014144 | 0.00 | 2014145 | 183.65 | 2014147 | 194.49 |
| 2014148 | 45.15 | 2014150 | 83.45 | 2014151 | 132.64 | 2014152 | 92.10 | 2014155 | 102.56 |
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| 2014185 | 18.50 | 2014187 | 86.14 | 2014188 | 118.35 | 2014189 | 48.44 | 2014190 | 51.43 |
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| 2014202 | 33.52 | 2014203 | | 2014204 | 69.39 | 2014205 | 103.03 | 2014206 | 31.04 |
| 2014207 | 43.66 | 2014208 | | 2014209 | 54.44 | 2014210 | 54.44 | 2014211 | 0.00 |
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| 2014227 | 49.55 | 2014228 | 49.55 | 2014229 | 0.23 | 2014230 | 71.61 | 2014234 | |
| 2014235 | 40.18 | 2014237 | 125.13 | 2014238 | 80.08 | 2014239 | 27.80 | 2014240 | 55.24 |
| 2014241 | 44.09 | 2014242 | 61.00 | 2014243 | 56.13 | 2014244 | 0.00 | 2014245 | 79.99 |
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| 2014273 | 32.86 | 2014274 | 0.00 | 2014275 | 0.30 | 2014276 | 33.00 | 2014278 | 181.63 |
| 2014279 | 303.11 | 2014280 | 186.07 | 2014281 | 247.76 | 2014282 | 371.10 | 2014283 | 307.23 |
| 2014286 | 99.95 | 2014287 | 40.47 | 2014288 | 0.00 | 2014289 | | 2014290 | 90.12 |
| 2014291 | 90.28 | 2014292 | 239.14 | 2014293 | 61.37 | 2014294 | 123.12 | 2014296 | 68.37 |
| 2014297 | 97.34 | 2014298 | 112.79 | 2014299 | 51.55 | 2014300 | 83.62 | 2014303 | 38.69 |
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| 2014334 | 70.48 | 2014335 | 45.20 | 2014336 | 77.97 | 2014337 | 100.36 | 2014338 | 33.45 |
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| 2014524 | 83.28 | 2014527 | 97.31 | 2014528 | 0.78 | 2014531 | 61.38 | 2014532 | 64.48 |
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| 2705015 | 122.56 | 2705016 | 73.35 | 2705017 | | 2705018 | 243.09 | 2705019 | |
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| 2705055 | 77.21 | 2705056 | 0.03 | 2705057 | 86.37 | 2705058 | 71.93 | 2705059 | 76.63 |
| 2705060 | 45.42 | 2705061 | 50.49 | 2705063 | | 2705065 | 106.44 | 2705066 | 160.09 |
| 2705067 | | 2705068 | 13.49 | 2705069 | | 2705070 | 19.09 | 2705073 | |
| 2705074 | 126.69 | 2705075 | 103.16 | 2705076 | 68.95 | 2705077 | 87.60 | 2705078 | 300.98 |
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| 2705090 | 215.92 | 2705091 | 139.46 | 2705092 | 139.46 | 2705093 | | 2705094 | 59.98 |
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| 2705105 | 110.76 | 2705106 | 0.03 | 2705107 | 104.42 | 2705108 | 109.13 | 2705109 | 104.42 |
| 2705110 | 1.52 | 2705111 | 87.48 | 2705112 | 0.50 | 2705113 | 87.48 | 2705114 | 235.11 |
| 2705115 | 208.57 | 2705116 | 123.48 | 2705117 | 123.48 | 2705118 | 98.92 | 2705120 | 139.39 |
| 2705122 | 135.13 | 2705124 | 38.79 | 2705126 | | 2705127 | | 2705128 | 71.88 |
| 2705129 | 189.48 | 2705130 | 5.74 | 2705131 | 0.45 | 2705132 | 162.81 | 2705133 | 181.86 |
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| 2705139 | 108.03 | 2705140 | 108.03 | 2705141 | | 2705143 | 145.46 | 2705147 | 108.60 |
| 2705148 | 108.60 | 2705149 | 0.05 | 2705150 | 0.00 | 2705151 | 95.49 | 2705152 | 17.59 |
| 2705153 | | 2705154 | 131.38 | 2705155 | | 2705156 | 115.02 | 2705157 | |
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| 2705169 | 99.69 | 2705170 | 99.69 | 2705171 | 0.62 | 2705172 | 207.78 | 2705173 | 110.28 |
| 2705174 | 253.49 | 2705176 | 46.85 | 2705177 | | 2705178 | 77.05 | 2705179 | |
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| 2705196 | 62.18 | 2705197 | 45.30 | 2705198 | 98.20 | 2705199 | 98.20 | 2705200 | 126.49 |
| 2705201 | 126.49 | 2705202 | 106.08 | 2705203 | 121.43 | 2705204 | 106.08 | 2705205 | 248.58 |
| 2705206 | 116.56 | 2705207 | 100.32 | 2705208 | 124.35 | 2705209 | 124.35 | 2705210 | 217.80 |
| 2705211 | | 2705213 | 83.66 | 2705214 | | 2705215 | 0.32 | 2705216 | |
| 2705217 | 145.46 | 2705218 | 111.50 | 2705221 | | 2705222 | 101.23 | 2705223 | 107.81 |
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| 2705230 | 211.44 | 2705231 | 78.31 | 2705232 | 14.53 | 2705233 | 139.87 | 2705234 | 282.87 |
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| 2705243 | 0.00 | 2705244 | 139.41 | 2705245 | 167.65 | 2705246 | | 2705247 | 201.93 |
| 2705248 | | 2705249 | 335.30 | 2705250 | 159.01 | 2705251 | 130.33 | 2705252 | 0.05 |
| 2705253 | 144.04 | 2705256 | 23.33 | 2705257 | 271.63 | 2705258 | 187.66 | 2705259 | 133.27 |
| 2705282 | 202.73 | 2705283 | 172.29 | 2705284 | 205.98 | 2705285 | | 2705287 | 133.57 |
| 2705288 | | 2705289 | 211.95 | 2705290 | 374.00 | 2705291 | 106.87 | 2705292 | 92.49 |
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| 2705311 | 99.13 | 2705312 | 36.20 | 2705313 | 117.51 | 2705317 | | 2705318 | 0.00 |
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| 2705341 | | 2705342 | 0.00 | 2705343 | 131.34 | 2705344 | 22.89 | 2705345 | |
| 2705346 | | 2705347 | | 2705348 | 66.21 | 2705349 | | 2705350 | 70.15 |
| 2705351 | 86.14 | 2705352 | | 2705353 | 88.82 | 2705354 | 86.21 | 2705355 | 102.06 |
| 2705356 | 0.00 | 2705357 | 119.01 | 2705359 | 5.04 | 2705360 | 0.86 | 2705361 | 19.79 |
| 2705362 | 82.50 | 2705363 | | 2705364 | 108.05 | 2705365 | 56.50 | 2705366 | 147.01 |
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| 2705372 | | 2705373 | 8.79 | 2705374 | 164.35 | 2705375 | | 2705376 | |
| 2705377 | 0.00 | 2705378 | 244.44 | 2705379 | 0.01 | 2705380 | 0.00 | 2705381 | |
| 2705382 | 77.02 | 2705383 | 55.63 | 2705384 | | 2705385 | 72.45 | 2705386 | 73.55 |
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| 2705394 | 0.00 | 2705395 | 184.64 | 2705396 | 83.66 | 2705397 | | 2705398 | 96.76 |

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| 2705399 | 96.76 | 2705400 | 95.49 | 2705402 | 140.11 | 2705403 | | 2705405 | |
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| 2705411 | | 2705413 | 128.47 | 2705414 | 163.47 | 2705415 | 93.19 | 2705416 | 114.71 |
| 2705417 | 114.71 | 2705418 | 117.51 | 2705420 | 0.00 | 2705421 | | 2705422 | 0.00 |
| 2705423 | | 2705424 | | 2705425 | | 2705426 | 206.81 | 2705427 | 101.82 |
| 2705429 | | 2705430 | 64.39 | 2705431 | 141.83 | 2705432 | 97.23 | 2705433 | 97.23 |
| 2705434 | | 2705435 | | 2705436 | 233.01 | 2705437 | | 2705438 | 2.95 |
| 2705440 | 208.86 | 2705441 | 60.52 | 2705442 | 93.04 | 2705443 | 102.48 | 2705444 | 99.93 |
| 2705445 | 0.56 | 2705446 | | 2705447 | 94.96 | 2705448 | | 2705449 | 41.87 |
| 2705450 | | 2705451 | 61.12 | 2705452 | 61.12 | 2705453 | 56.68 | 2705458 | 132.61 |
| 2705459 | 76.97 | 2705460 | 30.46 | 2705461 | | 2705462 | 48.46 | 2705463 | 71.40 |
| 2705464 | 71.40 | 2705465 | 54.34 | 2705466 | | 2705467 | 121.43 | 2705468 | 100.32 |
| 2705469 | 116.56 | 2705470 | 130.74 | 2705471 | 1.95 | 2705472 | 87.62 | 2705473 | 112.26 |
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| 2705507 | 94.26 | 2705508 | 64.84 | 2705509 | 86.43 | 2705513 | 88.98 | 2705515 | |
| 2705516 | 101.06 | 2705517 | 0.00 | 2705519 | | 2705520 | 152.83 | 2705522 | 78.68 |
| 2705523 | | 2705525 | | 2705526 | 68.41 | 2705527 | 68.41 | 2705528 | 69.49 |
| 2705529 | 69.49 | 2705530 | 65.57 | 2705531 | 102.57 | 2705532 | | 2705533 | 246.22 |
| 2705534 | 73.18 | 2705536 | 76.49 | 2705537 | 106.22 | 2705539 | 100.43 | 2705540 | 48.46 |
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| 2705546 | | 2705547 | 51.65 | 2705548 | 233.27 | 2705558 | 86.21 | 2705559 | 122.56 |
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| 2705570 | 120.28 | 2705571 | 100.32 | 2705572 | 268.15 | 2705573 | 115.98 | 2705574 | 67.50 |
| 2705575 | 69.28 | 2705577 | | 2705578 | 74.83 | 2705579 | 73.18 | 2705584 | |
| 2705589 | | 2705590 | | 2705591 | | 2705593 | | 2705594 | |
| 2705644 | | 2705645 | 237.12 | 2705647 | | 2705648 | | 2705649 | |
| 2705651 | 57.32 | 2705659 | 55.92 | 2705660 | | 2705668 | | 2705669 | 102.48 |
| 2705670 | 0.00 | 2705672 | 112.83 | 2705681 | 235.66 | 2705709 | 186.18 | 2705711 | 0.32 |
| 2705712 | 0.01 | 2705713 | | 2705714 | 2.77 | 2705715 | | 2705716 | 140.11 |
| 2705717 | 100.93 | 2705718 | | 2705719 | 89.77 | 2705728 | | 2705733 | 1.07 |
| 2705734 | 0.00 | 2705735 | | 2705741 | 53.80 | 2705743 | 28.13 | 2705744 | 68.24 |
| 2705745 | 228.50 | 2705747 | 125.33 | 2705754 | 92.44 | 2705755 | 130.74 | 2705756 | 94.45 |
| 2705761 | 154.97 | 2705788 | 100.43 | 2705790 | | 2705797 | 72.99 | 2705798 | |
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| 2705848 | 0.41 | 2705850 | | 2705853 | | 2705873 | 111.50 | 2705906 | |
| 2705907 | 137.77 | 2705908 | 83.41 | 2705932 | 8.69 | 2706008 | 77.05 | 2706009 | 12.02 |
| 2706014 | 0.00 | 2706015 | | 2706016 | 73.55 | 2706017 | 72.45 | 2706025 | 52.49 |
| 2706026 | | 2706031 | | 2706042 | 83.83 | 2706043 | | 2706044 | |
| 2706045 | | 2706046 | | 2706071 | | 2706079 | | 2706114 | 78.57 |
| 2706115 | | 2706116 | 187.61 | 2706118 | 141.83 | 2706127 | 177.22 | 2706128 | 99.93 |
| 2706133 | 147.83 | 2706134 | 81.48 | 2706135 | 61.74 | 2706136 | 55.92 | 2706141 | 109.31 |
| 2706142 | 56.68 | 2706143 | 109.36 | 2706144 | 9.22 | 2706145 | 140.60 | 2706146 | 63.92 |
| 2706147 | 121.13 | 2706148 | | 2706150 | 39.18 | 2706151 | 9.22 | 2706152 | 109.07 |
| 2706154 | 47.50 | 2706155 | 46.76 | 2706156 | 46.76 | 2706157 | 86.99 | 2706159 | 166.28 |
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| 2706168 | 67.91 | 2706169 | 101.43 | 2706170 | 78.68 | 2706171 | 104.13 | 2706172 | 72.68 |
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| 2706179 | 117.51 | 2706183 | | 2706184 | 105.28 | 2706185 | 103.41 | 2706186 | 115.98 |
| 2706187 | 73.46 | 2706188 | 93.80 | 2706189 | 76.49 | 2706190 | 103.74 | 2706191 | 106.71 |
| 2706192 | 195.50 | 2706193 | 48.38 | 2706194 | 115.13 | 2706195 | 0.00 | 2706196 | |
| 2706197 | 77.31 | 2706198 | 77.31 | 2706199 | 96.27 | 2706200 | 96.27 | 2706201 | 75.84 |
| 2706202 | 75.84 | 2706203 | 90.68 | 2706204 | 90.68 | 2706206 | 53.80 | 2706207 | 88.03 |
| 2706208 | 204.78 | 2706209 | | 2706212 | 112.84 | 2706213 | 71.88 | 2706214 | 203.10 |
| 2706216 | 171.22 | 2706217 | 112.83 | 2706218 | 66.21 | 2706222 | 41.87 | 2706223 | 107.81 |
| 2706224 | 178.78 | 2706225 | 95.85 | 2706226 | 115.61 | 2706227 | 64.84 | 2706228 | 126.69 |
| 2706229 | 94.26 | 2706232 | 102.57 | 2706233 | 86.43 | 2706234 | 65.57 | 2706235 | 138.67 |
| 2706236 | 267.78 | 2706237 | 68.49 | 2706239 | 103.47 | 2706240 | 120.28 | 2706241 | 111.80 |
| 2706243 | 46.02 | 2706244 | 131.34 | 2706246 | 0.00 | 2706247 | | 2706248 | 70.15 |
| 2706249 | 96.34 | 2706250 | 86.14 | 2706251 | 119.88 | 2706253 | 0.40 | 2706255 | 183.34 |
| 2706256 | 246.44 | 2706257 | 82.07 | 2706258 | 104.83 | 2706259 | 0.45 | 2706260 | 50.53 |
| 2706261 | 220.20 | 2706262 | 51.51 | 2706263 | 61.74 | 2706264 | 77.02 | 2706265 | 139.73 |
| 2706266 | 93.19 | 2706267 | 327.94 | 2706268 | 163.47 | 2706269 | 101.82 | 2706270 | 169.84 |
| 2706271 | 72.99 | 2706272 | 103.00 | 2706273 | 55.63 | 2706276 | 89.77 | 2706277 | 125.33 |
| 2706279 | 118.19 | 2706280 | 136.08 | 2706281 | 68.24 | 2706282 | 128.47 | 2706284 | 0.50 |
| 2706285 | 98.60 | 2706286 | 30.46 | 2706287 | 127.41 | 2706288 | 137.77 | 2706289 | 54.34 |
| 2706290 | 68.95 | 2706295 | 10.52 | 2706296 | 76.97 | 2706297 | 132.61 | 2706298 | 94.45 |
| 2706322 | 211.10 | 2706323 | | 2706324 | 50.53 | 2706325 | 93.80 | 2706327 | 1.11 |
| 2706331 | 78.95 | 2706332 | 101.06 | 2706339 | 66.79 | 3505052 | 4.32 | 3505053 | 5.18 |
| 3505620 | 3.43 | | | | | | | | |

3481 Total Number of Wells

Notes:

77 wells were contracted into Subdistrict No. 1 in 2020, but 6 of the 77 wells were on the previous ARP Well List.

26 wells from 2019 Subdistrict Well List were removed from the List in 2020.

APPENDIX B

Augmentation Wells and Map

| Augmentation Plan Wells that are Part of a farm Unit | | | | | |
|--|-------------------------|---|------------------------|---------|-----------|
| Case No. | Plan Type | Decreed Owner | Current Owner | WDID | Governed* |
| 00CW0019 | Augmentation Plan | Ensz | Roger Ensz | 2005728 | Y |
| | | | | 2005729 | A |
| | | | | 2011878 | Y |
| 00CW0042 | Augmentation Plan | J Cooley | James Cooley | 2008692 | Y |
| | | | | 2014243 | Y |
| 01CW0006 | Augmentation Plan | K Cooley | Kim Cooley | 2014013 | Y |
| | | | | 2014014 | Y |
| | | | | 2014016 | Y |
| 07CW0064 | Augmentation Plan | JDS Farms/Entz | JDS Farms & Allen Entz | 2009165 | NP |
| | | | | 2009403 | NP |
| | | | | 2009405 | NP |
| 81CW0069 | Change of Water Right | Beard | John Slane | 2705546 | Y |
| | | | | 2705547 | Y |
| 81CW0072 | Change of Water Right | Slane | Rob Jones | 2006662 | Y |
| | | | | 2014257 | Y |
| 82CW0017 | Augmentation Plan | SRS Ranch | Gene Ensz | 2008188 | NPA |
| | | | | 2008189 | NPA |
| | | | | 2008190 | NPA |
| | | | | 2008191 | NPA |
| | | | | 2008192 | NPA |
| | | | | 2008188 | NPA |
| | | | Laverne Schmidt | 2008189 | NPA |
| | | | | 2008190 | NPA |
| | | | | 2008191 | NPA |
| | | | Susie Nickel | 2008192 | NPA |
| | | | | 2008188 | NPA |
| | | | | 2008189 | NPA |
| | | | | 2008190 | NPA |
| 2008191 | NPA | | | | |
| 2008192 | NPA | | | | |
| 89CW0045 | Augmentation Plan | MV Pro Credit Assoc | Scidmore | 2006555 | A |
| | | | | 2006633 | Y |
| | | | | 2008240 | A |
| 96CW0005 | Augmentation Plan | Kirkpatrick | Kirkpatrick | 2008241 | A |
| | | | | 2013719 | Y |
| | | | | 2013720 | Y |
| | | | | 2013721 | Y |
| | | | | 2013722 | Y |
| 99CW0009 | Augmentation Plan | Off Ranches | Cory Off | 2009876 | Y |
| | | | | 2013756 | Y |
| 99CW0025 | Augmentation Plan | Bradley | Jim Bradley | 2010235 | Y |
| | | | | 2013884 | Y |
| W-3847 | Alt. Point of Diversion | Seger | Gary Seger | 2005398 | Y |
| | | | | 2005399 | Y |
| *Footnotes: | Y | Yes, well is governed by Plan | | | |
| | NP | Wells are not participating in Plan | | | |
| | A | Wells are associated with other wells that are governed by Plan | | | |
| | NPA | Wells are not participation in Augmentation Plan and operating under Subdistrict No.1 Rules and Regulations | | | |

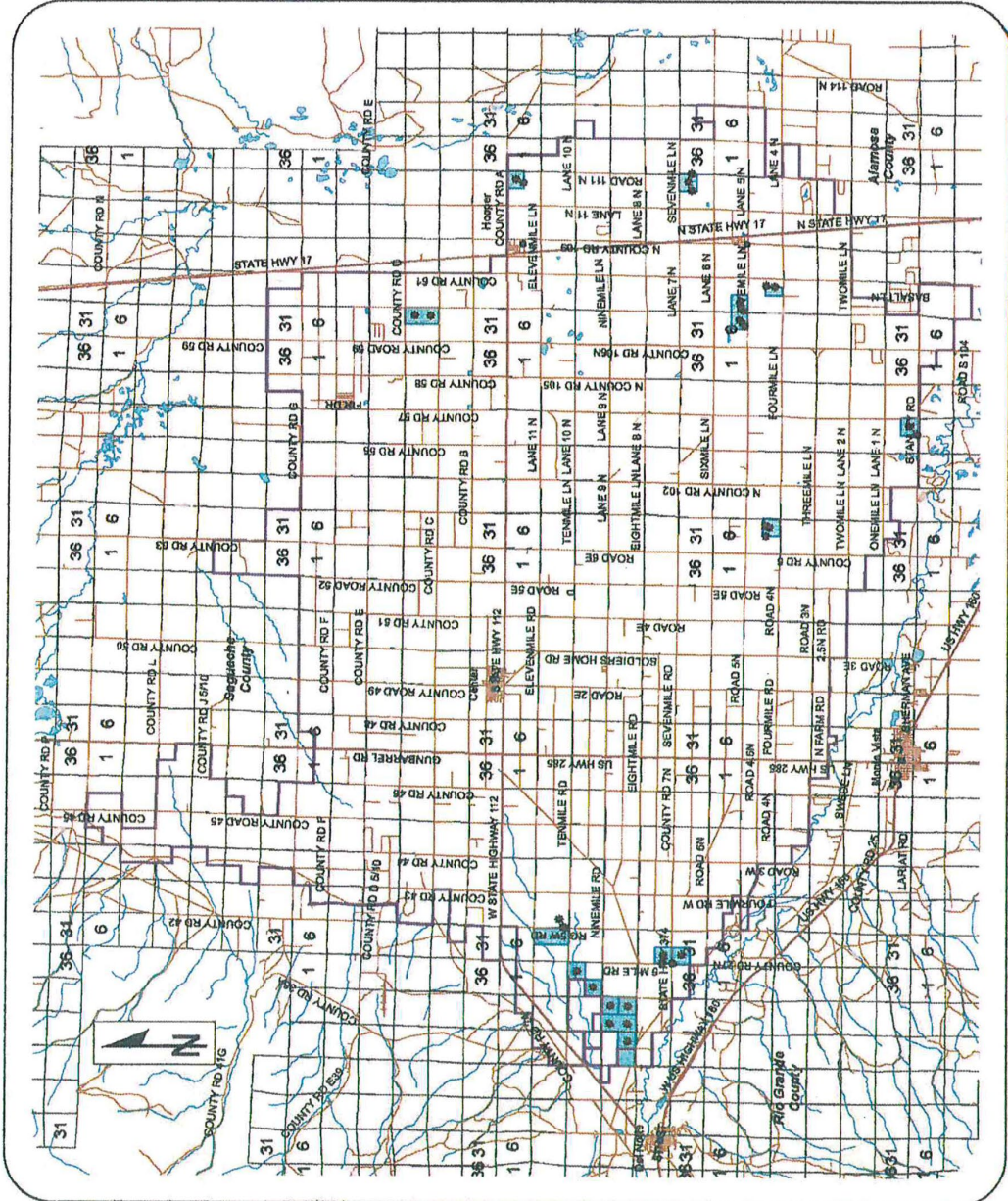
SPECIAL SUBDISTRICT NO. 1

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.

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

Case No. 89CW45, Application of Monte Vista PCA

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

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

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

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

Case No. 96CW5, Application of George Kirkpatrick

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

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

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

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

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

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

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

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

Case No. W-3847, Application of Gary Seger

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

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

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

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

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

11.0 HYDRAULIC DIVIDE

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

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

APPENDIX C

RIO GRANDE COMPACT
April 6, 2020 Analysis (DWR 550,000 Acre-Feet)
Closed Basin Project Split: 60/40

RIO GRANDE BASIN

DWR 4-6-2020 Forecast of
 April - September Index
 Flows = 454,000

J-M & O-D volume 96,000

Obligation = 144,000

Index Supply

| | | |
|---------------------|----------------|----------|
| January | 9,900 | * |
| February | 10,400 | * |
| March | 15,900 | * |
| April - September | 454,000 | forecast |
| October | 30,500 | estimate |
| November - December | 29,300 | estimate |
| Total | 550,000 | |

Deliveries

Delivery Obligation

Req Deliv 60,600 12.5%
 Total Index 484,500

| | | |
|------------------|----------------|----------|
| January | 10,800 | * |
| February | 13,800 | * |
| March | 18,600 | * |
| April - October | 60,600 | needed |
| Nov - Dec native | 30,000 | estimate |
| Total | 133,800 | |

| | | | |
|-----------------------------|------------------------------|---------|----------|
| Adjustments to the Delivery | Net Carryover Credit in E.B. | 3,500 | estimate |
| | Paper Credit | 5,000 | |
| | SC Norton Drain Flow | (2,000) | estimate |
| | Remaining CBP Share | 3,700 | estimate |

Delivery Credit 144,000

Expected Dec. 31, 2020 Compact Delivery Status 0

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 60% of the Closed Basin Project flows are creditable to the Rio Grande (Projected delivery of creditable CBP production to the Rio Grande is 8,500 acre-feet)
- Assumes no recharge diversions after November 1, 2020
- Trincher Creek flow to the Rio Grande will increase delivery

RIO GRANDE COMPACT
April 6, 2020 Analysis (NWS 30% exceedence)
Closed Basin Project Split: 60/40

CONEJOS RIVER BASIN

NWS 4-1-2020 Forecast of
 April - September Index
 Flows = 211,900

Index Supply

| | | | | |
|------------------|---------|---------------------|---------|----------|
| Conejos = | 149,900 | January | 3,200 | * |
| Los Pinos = | 53,700 | February | 2,500 | * |
| San Ant. = | 8,300 | March | 4,300 | * |
| | | April - September | 211,900 | forecast |
| J-M & O-D volume | 28,100 | October | 9,500 | estimate |
| | | November - December | 8,600 | estimate |
| Obligation = | 69,000 | Total | 240,000 | |

Deliveries

| | | | | |
|----------------------------|---------------|------------------------------|---------|----------|
| <u>Delivery Obligation</u> | | January | 4,000 | * |
| | | February | 4,400 | * |
| | | March | 5,700 | * |
| <u>Required Delivery</u> | <u>39,100</u> | April - October | 39,100 | needed |
| Native Index | 221,400 | Nov - Dec native | 9,500 | estimate |
| | | Total | 62,700 | |
| | | Net Carryover Credit in E.B. | (3,200) | estimate |
| | | Paper Credit | 5,000 | |
| | | SC Norton Drain Flow | 2,000 | estimate |
| | | Remaining CBP Share | 2,500 | estimate |
| | | Delivery Credit | 69,000 | |

Expected Dec. 31, 2020 Compact Delivery Status 0

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

USDA NRCS National Water & Climate Center

* - DATA CURRENT AS OF: April 06, 2020 11:41:32 AM

- Based on April 01, 2020 forecast values

Northwestern Rio Grande in Colorado

| Forecast Point ----- | period ----- | 50% (KAF) | % of avg | max (KAF) | 30% (KAF) | 70% (KAF) | min (KAF) | 30-yr avg |
|--------------------------------------|-----------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Rio Grande at Thirty Mile Bridge (2) | APR-JUL | 81 | 72 | 113 | 93 | 70 | 54 | 113 |
| | APR-SEP | 94 | 73 | 136 | 110 | 79 | 60 | 129 |
| Rio Grande at Wagon Wheel Gap (2) | APR-SEP | 245 | 72 | 355 | 290 | 205 | 154 | 340 |
| SF Rio Grande at South Fork (2) | APR-SEP | 86 | 68 | 116 | 98 | 75 | 60 | 127 |
| Rio Grande nr Del Norte (2) | APR-SEP | 355 | 69 | 505 | 415 | 300 | 230 | 515 |
| Saguache Ck nr Saguache (2) | APR-SEP | 28 | 88 | 44 | 34 | 22 | 15.4 | 32 |
| Alamosa Ck ab Terrace Reservoir | APR-SEP | 45 | 66 | 62 | 52 | 39 | 30 | 68 |
| La Jara Ck nr Capulin | APR-JUL | 4.5 | 55 | 8.2 | 5.9 | 3.3 | 1.92 | 8.2 |
| Platoro Reservoir Inflow (2) | APR-JUL | 40 | 71 | 52 | 45 | 36 | 29 | 56 |
| | APR-SEP | 43 | 69 | 57 | 49 | 38 | 31 | 62 |
| Conejos R nr Mogote (2) | APR-SEP | 125 | 64 | 172 | 143 | 108 | 85 | 194 |
| San Antonio R at Ortiz | APR-SEP | 6.7 | 43 | 10.8 | 8.3 | 5.4 | 3.6 | 15.6 |
| Los Pinos R nr Ortiz | APR-SEP | 38 | 52 | 53 | 44 | 33 | 25 | 73 |
| Rio Grande nr Lobatos Obs | APR-JUL | 59 | 30 | 116 | 80 | 42 | 21 | 200 |

Northeastern Rio Grande in Colorado

| Forecast Point ----- | period ----- | 50% (KAF) | % of avg | max (KAF) | 30% (KAF) | 70% (KAF) | min (KAF) | 30-yr avg |
|-------------------------------|-----------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Ute Ck nr Fort Garland | APR-SEP | 11.0 | 86 | 17.2 | 13.3 | 8.9 | 6.2 | 12.8 |
| Sangre de Cristo Ck (2) | APR-SEP | 12.0 | 74 | 22 | 15.6 | 8.9 | 5.2 | 16.3 |
| Trinchera Ck ab Turners Ranch | APR-SEP | 10.0 | 79 | 13.5 | 11.3 | 8.7 | 7.0 | 12.6 |
| Culebra Ck at San Luis (2) | APR-SEP | 18.0 | 78 | 28 | 22 | 14.5 | 10.0 | 23 |
| Costilla Reservoir Inflow (2) | APR-JUL | 8.0 | 78 | 13.1 | 9.9 | 6.3 | 4.1 | 10.3 |
| Costilla Ck nr Costilla (2) | APR-JUL | 18.0 | 75 | 32 | 23 | 13.5 | 8.1 | 24 |

Middle Sangre Mtns in New Mexico

| Forecast Point | period | 50% (KAF) | % of avg | max (KAF) | 30% (KAF) | 70% (KAF) | min (KAF) | 30-yr avg |
|------------------------------------|---------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Red R bl Fish Hatchery nr Questa | MAR-JUL | 26 | 76 | 38 | 30 | 22 | 16.6 | 34 |
| | APR-JUL | 23 | 74 | 35 | 27 | 18.9 | 13.7 | 31 |
| Rio Hondo nr Valdez | MAR-JUL | 16.0 | 87 | 22 | 18.4 | 13.8 | 10.9 | 18.4 |
| | APR-JUL | 15.1 | 87 | 21 | 17.5 | 12.9 | 10.0 | 17.4 |
| Rio Lucero nr Arroyo Seco | MAR-JUL | 9.6 | 88 | 13.8 | 11.2 | 8.1 | 6.1 | 10.9 |
| | APR-JUL | 9.0 | 87 | 13.2 | 10.6 | 7.5 | 5.5 | 10.3 |
| Rio Pueblo de Taos nr Taos | MAR-JUL | 12.8 | 75 | 19.9 | 15.4 | 10.4 | 7.4 | 17.0 |
| | APR-JUL | 11.6 | 73 | 18.7 | 14.2 | 9.2 | 6.2 | 15.9 |
| Rio Pueblo de Taos bl Los Cordovas | MAR-JUL | 20 | 56 | 37 | 26 | 14.8 | 8.8 | 36 |
| | APR-JUL | 17.7 | 54 | 35 | 24 | 12.4 | 6.4 | 33 |
| Embudo Ck at Dixon | MAR-JUL | 30 | 63 | 55 | 40 | 22 | 13.2 | 48 |
| | APR-JUL | 27 | 61 | 52 | 37 | 19.6 | 10.4 | 44 |
| Santa Cruz R at Cundiyo | MAR-JUL | 13.2 | 72 | 21 | 16.3 | 10.5 | 7.2 | 18.3 |
| | APR-JUL | 11.7 | 70 | 19.9 | 14.8 | 9.0 | 5.7 | 16.7 |
| Nambe Falls Reservoir Inflow (2) | MAR-JUL | 5.0 | 77 | 7.7 | 6.0 | 4.1 | 2.9 | 6.5 |
| | APR-JUL | 4.5 | 74 | 7.2 | 5.5 | 3.6 | 2.4 | 6.1 |
| Tesuque Ck ab diversions | MAR-JUL | 1.23 | 92 | 2.1 | 1.55 | 0.95 | 0.63 | 1.34 |
| | APR-JUL | 0.95 | 80 | 1.84 | 1.27 | 0.67 | 0.35 | 1.19 |
| Santa Fe R nr Santa Fe (2) | MAR-JUL | 3.3 | 77 | 5.0 | 3.9 | 2.7 | 2.0 | 4.3 |
| | APR-JUL | 2.7 | 71 | 4.4 | 3.3 | 2.1 | 1.36 | 3.8 |

El Vado, Jemez

| Forecast Point | period | 50% (KAF) | % of avg | max (KAF) | 30% (KAF) | 70% (KAF) | min (KAF) | 30-yr avg |
|------------------------------|---------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| El Vado Reservoir Inflow (2) | MAR-JUL | 125 | 56 | 182 | 147 | 106 | 80 | 225 |
| | APR-JUL | 118 | 58 | 175 | 140 | 99 | 73 | 205 |
| Jemez R nr Jemez | MAR-JUL | 18.5 | 44 | 27 | 22 | 15.5 | 11.6 | 42 |
| | APR-JUL | 14.2 | 41 | 23 | 17.7 | 11.2 | 7.3 | 35 |
| Jemez R bl Jemez Canyon Dam | MAR-JUL | 13.4 | 39 | 23 | 17.1 | 10.3 | 6.7 | 34 |
| | APR-JUL | 10.1 | 35 | 20 | 13.8 | 7.0 | 3.4 | 29 |

Mainstem Routings

| Forecast Point | period | 50% (KAF) | % of avg | max (KAF) | 30% (KAF) | 70% (KAF) | min (KAF) | 30-yr avg |
|--------------------------------|---------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Rio Grande at Otowi Bridge (2) | MAR-JUL | 385 | 53 | 580 | 455 | 320 | 235 | 720 |
| | APR-JUL | 330 | 52 | 525 | 400 | 265 | 180 | 635 |
| Rio Grande at San Marcial (2) | MAR-JUL | 191 | 37 | 405 | 275 | 104 | -24 | 510 |
| | APR-JUL | 149 | 34 | 365 | 235 | 62 | -66 | 440 |

Pecos

| Forecast Point | period | 50% (KAF) | % of avg | max (KAF) | 30% (KAF) | 70% (KAF) | min (KAF) | 30-yr avg |
|--------------------------|---------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Pecos R nr Pecos | MAR-JUL | 47 | 82 | 76 | 58 | 38 | 26 | 57 |
| | APR-JUL | 43 | 81 | 72 | 54 | 34 | 22 | 53 |
| Pecos R nr Anton Chico | MAR-JUL | 46 | 73 | 92 | 62 | 32 | 17.3 | 63 |
| | APR-JUL | 40 | 70 | 86 | 56 | 26 | 11.2 | 57 |
| Gallinas Ck nr Montezuma | MAR-JUL | 8.2 | 84 | 16.1 | 11.0 | 5.8 | 3.1 | 9.8 |
| | APR-JUL | 7.4 | 86 | 15.3 | 10.2 | 5.0 | 2.3 | 8.6 |
| Pecos R ab Santa Rosa Lk | MAR-JUL | 37 | 66 | 78 | 52 | 25 | 12.1 | 56 |
| | APR-JUL | 36 | 69 | 77 | 51 | 24 | 10.6 | 52 |

Ruidoso and Mimbres

| Forecast Point | period | 50% (KAF) | % of avg | max (KAF) | 30% (KAF) | 70% (KAF) | min (KAF) | 30-yr avg |
|--------------------------|---------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|
| Rio Ruidoso at Hollywood | MAR-JUN | 5.0 | 75 | 7.3 | 5.8 | 4.3 | 3.5 | 6.7 |
| | APR-JUN | 2.0 | 40 | 4.3 | 2.8 | 1.32 | 0.57 | 5.0 |
| Mimbres R at Mimbres (3) | APR-MAY | 1.58 | 145 | 3.3 | 2.2 | 1.10 | 0.59 | 1.09 |

Max (10%), 30%, 50%, 70% and Min (90%) chance that actual volume will exceed forecast.
 Averages are for the 1981-2010 period.
 All volumes are in thousands of acre-feet.

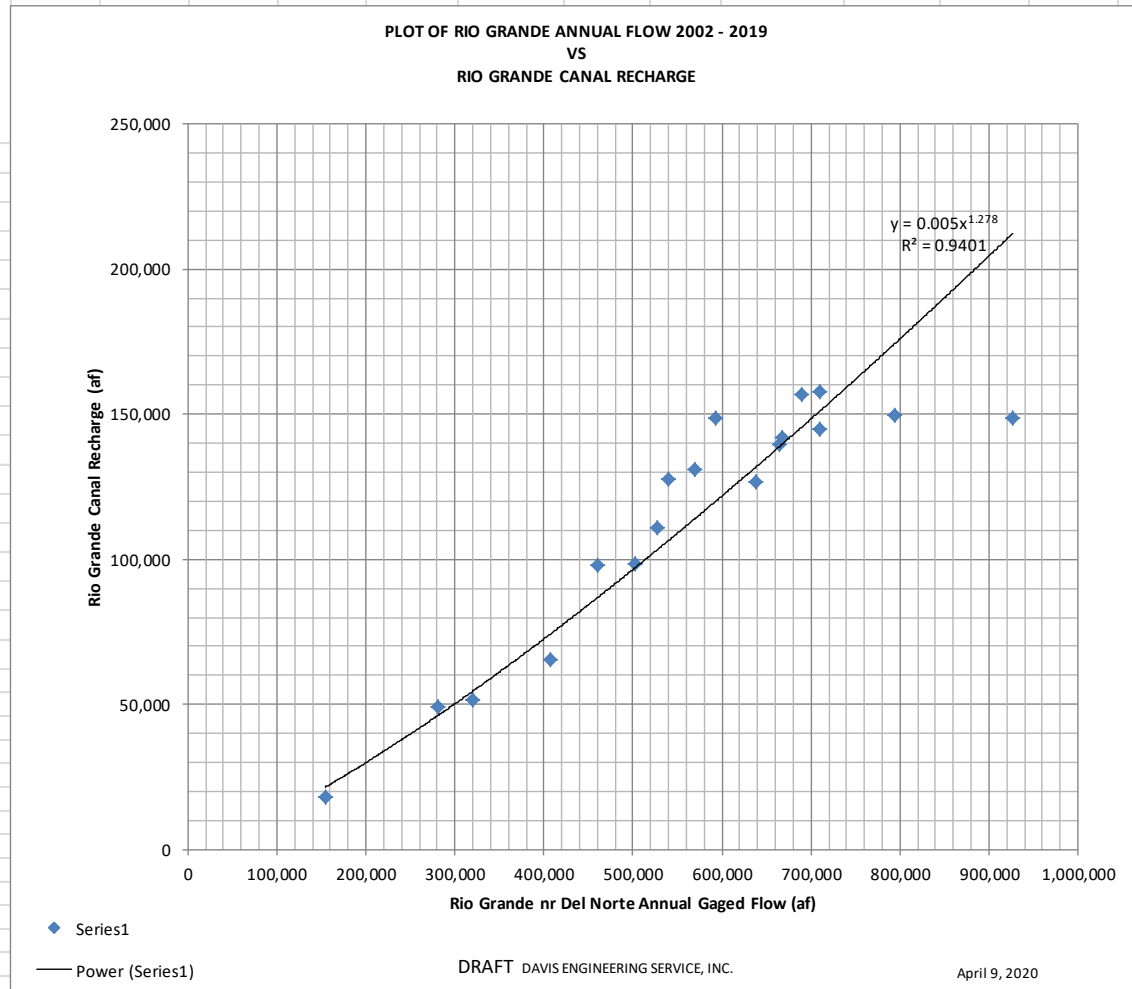
footnotes:

- 1) Max and Min are 5% and 95% chance that actual volume will exceed forecast
- 2) streamflow is adjusted for upstream storage
- 3) median value used in place of average

APPENDIX D

Projected Recharge Credits

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



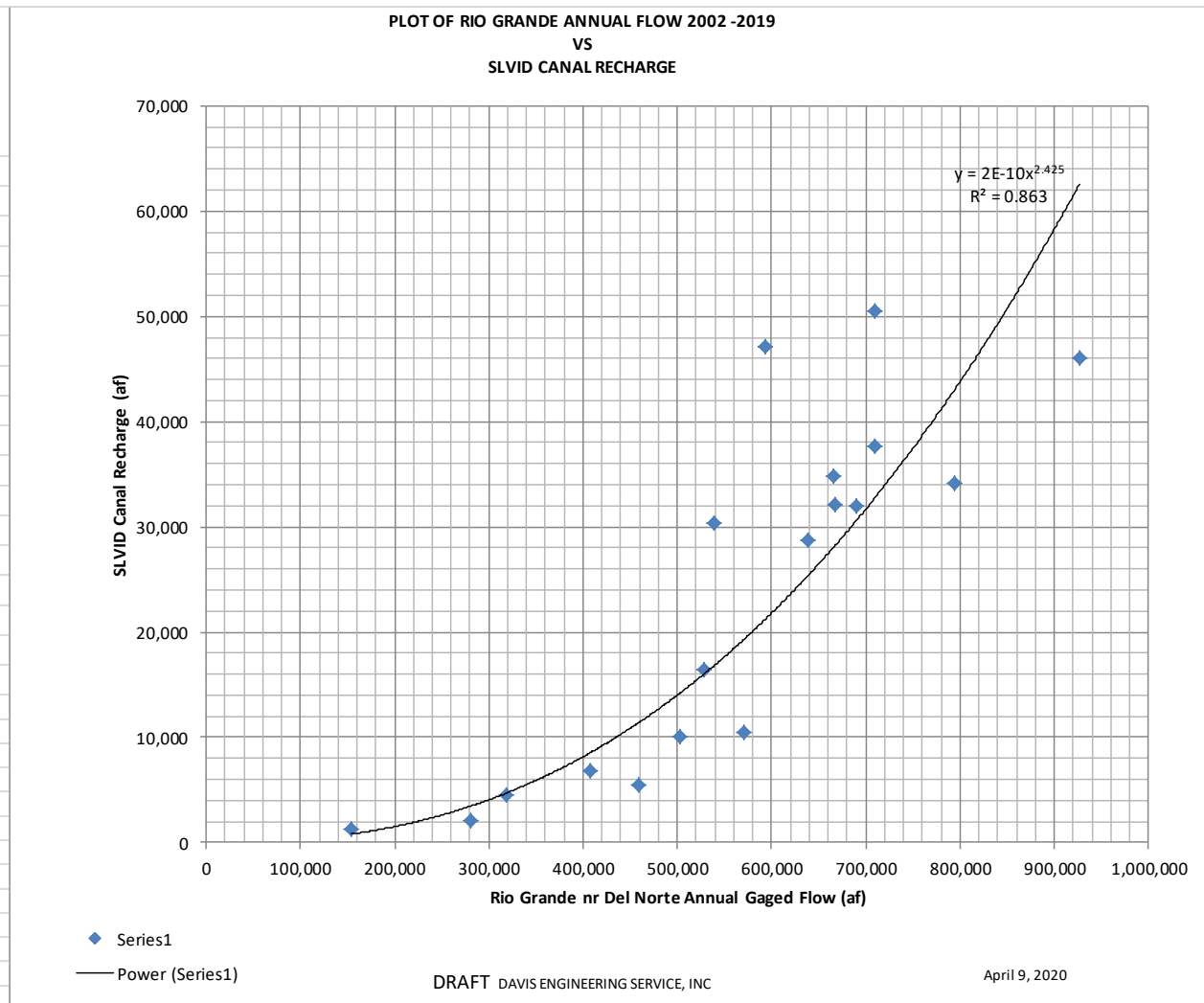
y = Rio Grande Canal Recharge

x = Rio Grande nr Del Norte Flow

x = 2020 Forecast Rio Grande Flow = 550,000 af

y = 0.005(550,000)^{1.278} = 108,431.01 af

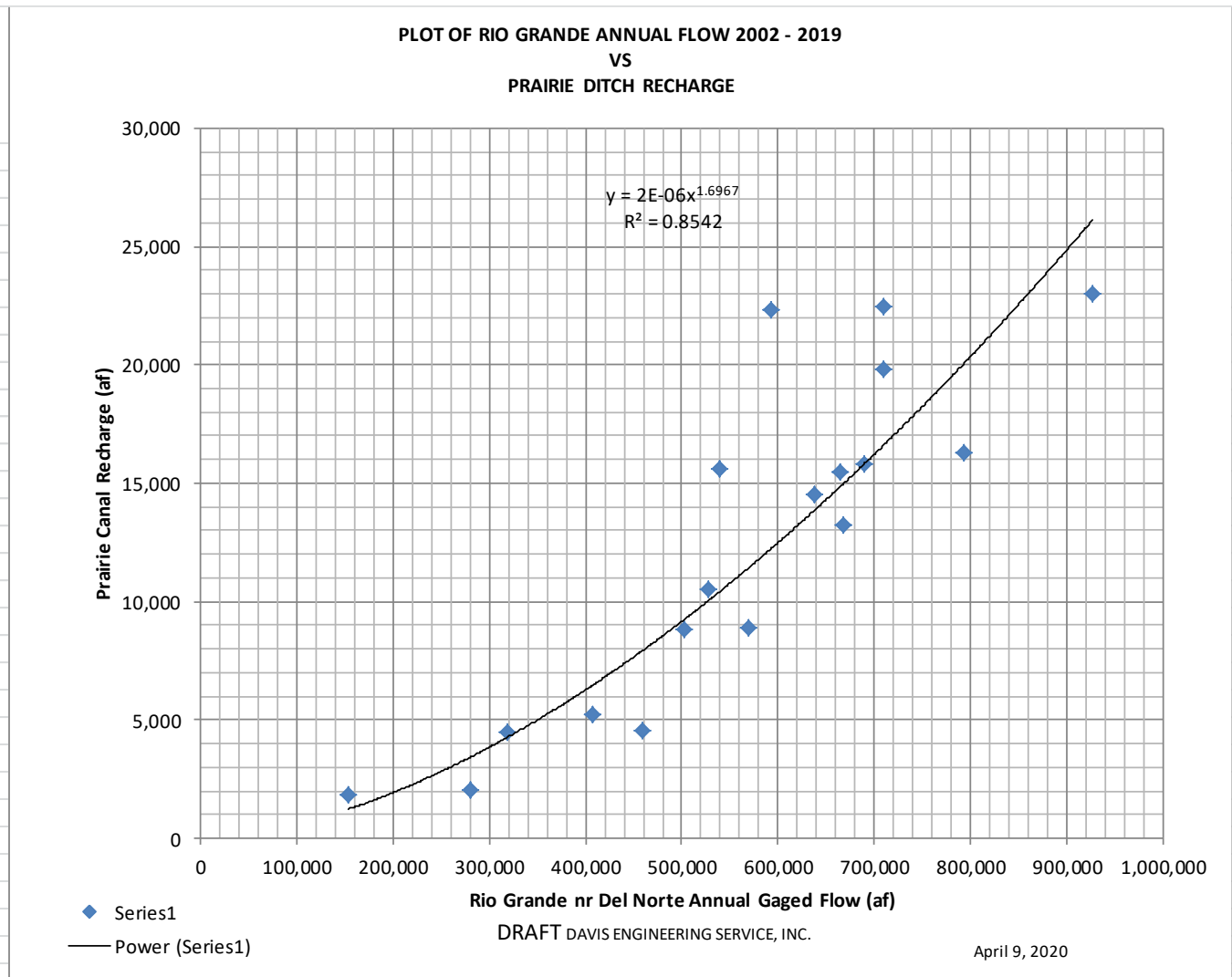
| Year | Annual Flow Rio Grande nr Del Norte (af) | Recharge Credit for SLVID Canal (af) |
|------|--|--------------------------------------|
| 2002 | 154156 | 1283 |
| 2003 | 319207 | 4572 |
| 2004 | 527758 | 16361 |
| 2005 | 793751 | 34096 |
| 2006 | 570183 | 10410 |
| 2007 | 710158 | 50568 |
| 2008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



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

x = 2020 Forecast Rio Grande Flow = 550,000 af
 $y = 2E-10(550,000)^{2.425} = 16,649.82$ af

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



y = Prairie Ditch Recharge

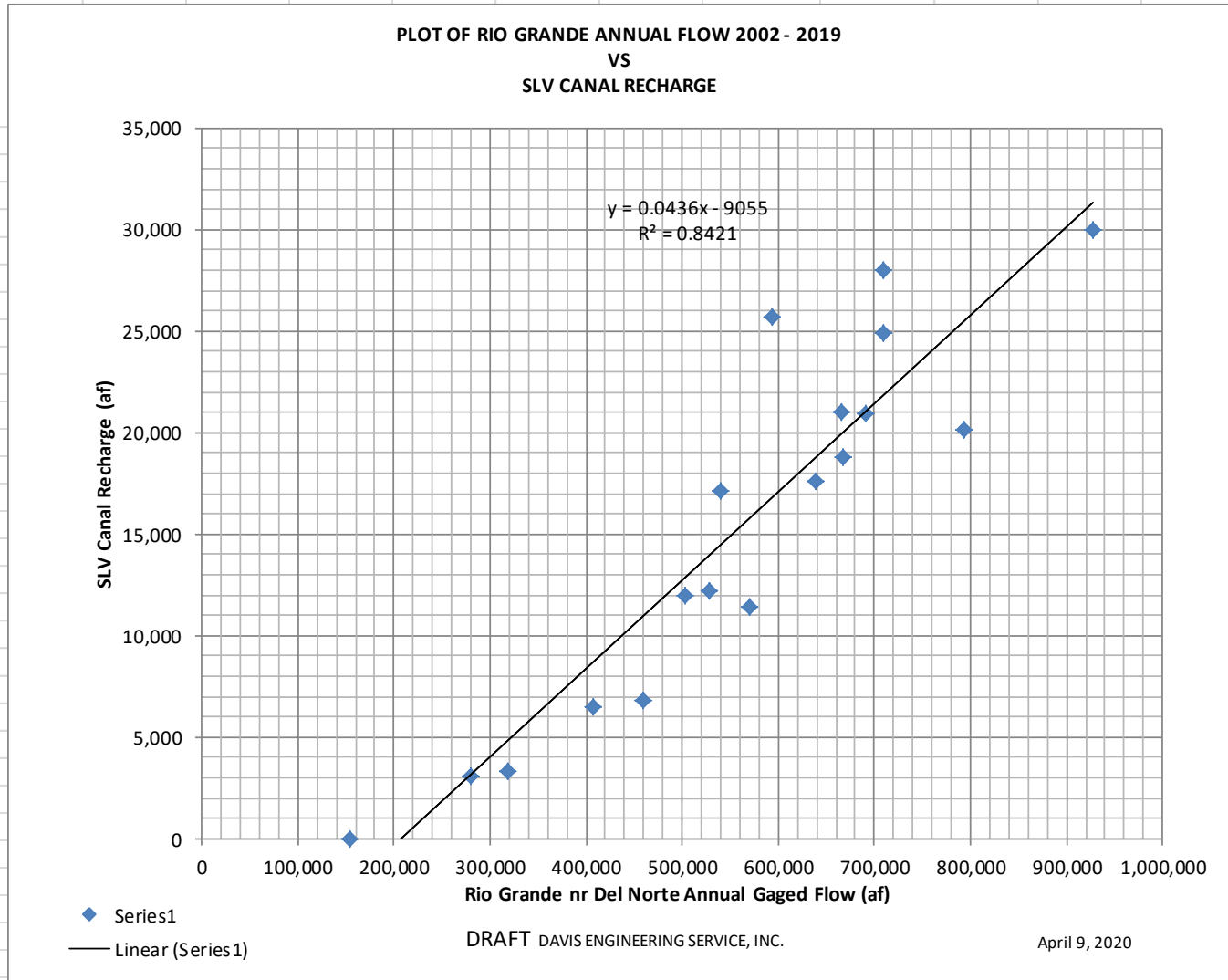
x = Rio Grande nr Del Norte Flow

x = 2020 Forecast Rio Grande Flow =

550,000 af

$$y = 2E-06(550,000)^{1.6967} = 10,982.55 \text{ af}$$

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



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

x = 2020 Forecast Rio Grande Flow = 550,000 af
y = 0.0436 (550,000) - 9055 = 14,925.00 af

APPENDIX E

Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares

Allocated to Fields on Subdistrict No. 1 2019 Farm Units

| WDID | Structure Name | Amount | Pro-rata Units |
|---------|----------------------|-----------|----------------|
| 2000546 | BILLINGS D | 338 | shares |
| 2000556 | BUTLER IRR D | 5.8 | cfs priority |
| 2000627 | EXCELSIOR D | 2 | shares |
| 2000631 | FARMERS UNION CNL | 60,706.59 | acres |
| 2000699 | KANE CALLAN D | 24 | cfs priority |
| 2000736 | MCDONALD D | 7.4 | shares |
| 2000798 | PRAIRIE D | 6.999 | D&L |
| 2000798 | PRAIRIE D | 3 | McD |
| 2000798 | PRAIRIE D | 244.8 | shares |
| 2000812 | RIO GRANDE CNL | 918.4 | in SpW |
| 2000812 | RIO GRANDE CNL | 6,575.83 | shares |
| 2000812 | RIO GRANDE CNL | 4,655.8 | SM |
| 2000814 | RIO GRANDE D 2 | 3 | cfs priority |
| 2000829 | SAN LUIS VALLEY CNL | 10,656.92 | shares |
| 2001820 | SEEPAGE | 1 | cfs priority |
| 2700518 | GREEN D NO 1 | 16.34 | 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 |
| 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

Appendix F
History & Documentation of Purchase

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

4.1 This transbasin 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 transbasin 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

4.2 This 56.49 acre-feet of transbasin 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

4.3 This transbasin 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

4.4 This transbasin 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

4.5 This transbasin 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

4.6 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 transbasin 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

4.8 This transbasin 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 |

4.9 SANTA MARIA RESERVOIR COMPANY SHARES

4.8 There is a remaining balance of 16,688.91 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 and Continental Reservoirs and was accumulated from 2011 through 2017 storage seasons.

4.8 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.

4.8 The Subdistrict does not hold any leases for 2020.

4.8 The additional fully consumable water supply from the 2019 leases combined with the carryover water supplies derived from the 2015-18 leases total 15,250 acre-feet. The Santa Maria fully consumable water delivered to Del Norte available to replace depletions would be $0.9 \times 15,250 = 13,725$ acre-feet.

4.8 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.

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

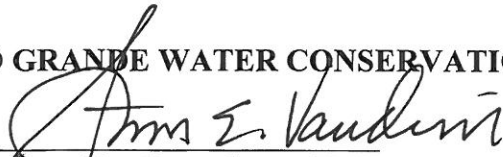
Date: 4-8-13

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:

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

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

RGWCD:

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|--|
| 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

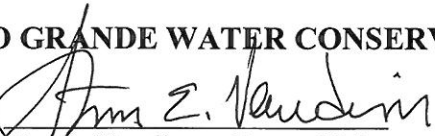
Date: 3-19-14

By: Evelyn Underwood

Date: 3-19-14

RIO GRANDE WATER CONSERVATION DISTRICT

By:



Steve Vandiver, General Manager

Date:

3/19/14

APPENDIX F (4)
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 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:

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

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

RGWCD:

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| 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.

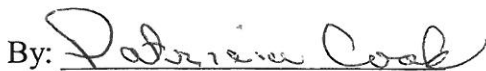
- O. **Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included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

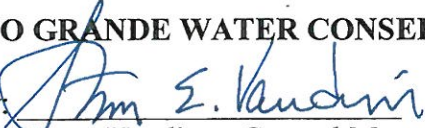
Date: March 18, 2015

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

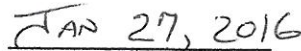
Agreement to Purchase Transmountain Diversion Water


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

SAN LUIS VALLEY IRRIGATION

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

Invoice

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

BILL TO

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

TERMS

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

Total **\$26,742.50**

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

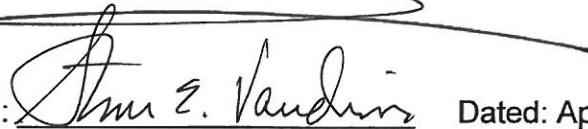
The San Luis Valley Water Conservancy District hereby sells, conveys and transfers to the Rio Grande Water Conservation District, for One Dollar and other considerations, Five Hundred (500) Acre-Feet of transmountain water derived from the Pine River Weminuche Ditch, currently stored on the District's 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 | <u>151.43</u> |
| | <u>TOTAL 500.00</u> |

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

SELLER: Signed:  Dated: April 1, 2014

BUYER: Signed:  Dated: April 1, 2014

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

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.

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

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

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

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

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

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

6. Miscellaneous Provisions.

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

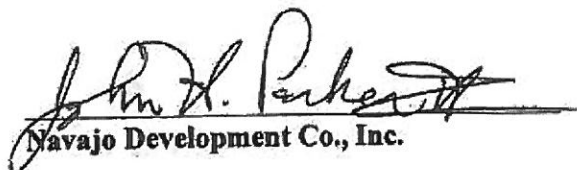
6.2. Survival. Each of the representations and warranties made by Seller and the RGWCD in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date

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

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

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

Seller:


Navajo Development Co., Inc.

Date 8/4/11

ACCEPTED:

Rio Grande Water Conservation District

By: _____
George Whitten

Date

Title: _____
President

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

Seller:

 Navajo Development Co., Inc.

 Date

ACCEPTED:

Rio Grande Water Conservation District

By: 

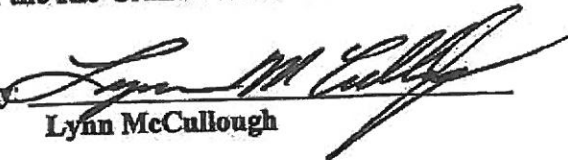
 George Whitten

8-3-11
 Date

Title: _____
 President

Acknowledgement:

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

By: 
Lynn McCullough

8/4/11
Date

Title: _____
President

APPENDIX F (9)

Docementation 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.

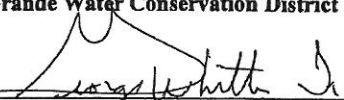
Seller:


Navajo Development Co., Inc.

Date 8/24/12

ACCEPTED:

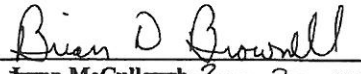
Rio Grande Water Conservation District

By: 
George Whitten
Title: President
President

Date 8/29/12

Acknowledgement:

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

By: 
~~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.

- 1.4. Failure to Pay. If the RGWCD fails to pay when due the purchase payment required herein, then this Agreement will terminate in full, Seller shall retain title to the Stored Water and the Option Agreement shall be void.
- 1.5. Water Subject to the Agreement. The water subject to this Agreement is 481.31 acre-feet of water in storage in the Rio Grande Reservoir. After the Effective Date the Seller will not be entitled to use or dispose of the Stored Water and thereafter the RGWCD shall bear all seepage, evaporation and transit losses on the subject water. .
- 1.6. Approvals. RGWCD is responsible for obtaining any approvals necessary for RGWCD's proposed use and delivery of the Stored Water.
2. Seller's Obligations and Representations.
 - 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part of payments hereunder are required to be made to any mortgagee, lender, or lien holder.
 - 2.2. Evaporation and Seepage Losses. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water.
 - 2.3. Notice to Reservoir Owner. Upon RGWCD's payment as specified in paragraph 1.4, Seller will notify the owner of Rio Grande Reservoir of the change in ownership of the Stored Water.
3. RGWCD's Representations. This Agreement has been duly authorized and executed by the RGWCD, is the legal, valid, and binding obligation of the RGWCD, and is enforceable against the RGWCD according to its terms. No other consent is required for the execution, delivery or performance of this contract by the RGWCD. To the best of the RGWCD's knowledge, there is no pending or threatened litigation or administrative proceeding against the RGWCD that would prevent it from purchasing the Stored Water.
4. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Seller:

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

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

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

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


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

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

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

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

Seller:

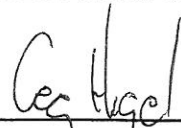


Navajo Development Co., Inc.

Date 12/19/14

ACCEPTED:

Rio Grande Water Conservation District

By: 

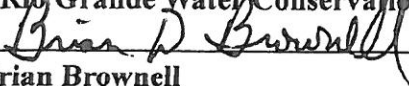
Greg Higel
Title: President

President

Date 12/22/14

Acknowledgement:

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

By: 

Brian Brownell
Title: Pres

President

Date 12/23/14

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.

Alamosa, CO 81101
Email: steve@rgwcd.org

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

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

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

Seller:

John H. Parhest
Navajo Development Co., Inc.

Date 2/4/16

ACCEPTED:

Rio Grande Water Conservation District

By: Greg Higel
Greg Higel
Title: President
President

Date 2/2/16

Acknowledgement:

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

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

Date 2/3/16

APPENDIX G

Santa Maria Shares Leased by Subdistrict No. 1

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

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

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

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

**Total RG Canal Shares Leased in
2011**

1980

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

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

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

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

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

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

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

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

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

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

Total Five Year Leases in 2012 725

Total Shares Leased in 2012 3285.8

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

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

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

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

Total One Year Leases in 2013 1595

| | | | | |
|----------|------|----|---|------|
| 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 |

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

Total One Year Leases in 2014 1550

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

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

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

**Total Three Year Leases in
2014**

975.8

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

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

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

Total Shares Leased in 2014 3320.8

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

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

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

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

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

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

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

Total Five Year Leases in 2015 975

Total Shares Leased in 2015 3100.8

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

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

**Total Three Year Leases in
2016**

685

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

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

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

Total Shares Leased in 2016 1645

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

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

**Total Three Year Leases in
2017**

545

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

Total Five Year Leases in 2017

290

Total Shares Leased in 2017

835

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

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

APPENDIX H

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2020, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Centennial Ditch Company (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2020

F. 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, 2020 through April 30th, 2021.

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 2020 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Centennial Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

| Priority No. | Amount |
|--------------|----------|
| 173 | 35.0 cfs |
| 32 | 47.7 cfs |

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

3. **Payment.** The Subdistrict will pay the Company \$ 65⁰⁰ 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 2020 irrigation season, and not later than March 15, 2021, 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, 2021.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Centennial Ditch Company to off-set the first 10 days of injurious stream depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2020 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
118 Washington St
Monte Vista, CO 81144

To Subdistrict No. 1:

c/o Marisa Fricke, 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: 

3-1-2020
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

1-31-20
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effect May 1, 2020, 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 2020 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, 2020 through April 30th, 2021.

2. Forbearance by the Company.

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

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

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Empire Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Empire Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2020 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 2020 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2020 irrigation season, and not later than March 15, 2020, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Empire Canal would have been able to divert if all unreplaced injurious depletions to the Empire Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

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

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2020.

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 2020 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 Marisa Fricke, 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

2-19-2020
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

2-19-2020
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2020, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the Excelsior Ditch Company ("Company"), a mutual ditch company (collectively "the Parties").

RECITALS

A. The Company owns and operates the Excelsior Ditch and the water rights decreed thereto. The Excelsior Ditch diverts water from the Rio Grande in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ 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 07CWS2. 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 2020 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, 2020 through April 30th, 2021.

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 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 2020 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Excelsior Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Excelsior Ditch during the term of this Agreement equals 1,000 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 2020 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 75 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 2020 irrigation season, and not later than March 15, 2021, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2021.

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

district No. 1 to make water available for diversion at the headgate of the Excelsior Ditch to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande listed in Section 2.4 of this Agreement that would otherwise have to be replaced by Subdistrict No. 1 under its 2020 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 Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

The Excelsior Ditch Company

By: Roy Oliver
Roy Oliver, President

4-10-2020
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

4-10-2020
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2020, 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 2020 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, 2020 through April 30th, 2021.

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 2020 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:

Priority No.Amount

| | |
|----------|-------|
| 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, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2020 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 35⁰⁰ 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 2020 irrigation season, and not later than March 15, 2021, 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, 2021.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Rio Grande Lariat Ditch to off-set the first 100.0 acre-feet of injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2020 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 Marisa Fricke, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. **Miscellaneous Provisions.**

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

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

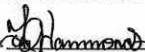
7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County,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

02/27/2020
Date

ACCEPTED:

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

By: 
Marisa Fricke, Program Manager

4-10-2020
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2020, between Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the Rio Grande Canal Water Users' Association ("Company"), a mutual ditch company (collectively "the Parties").

RECITALS

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

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

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

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

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement will be in effect from May 1, 2020 through April 30, 2020.

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 2000 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 2020 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Rio Grande Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.

28

176

178

188

197

198

202

203

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

2.5. When the total amount of estimated un-replaced depletions to the Rio Grande Canal during the term of this Agreement equals 2000 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 2020 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 2020 irrigation season, and not later than March 15, 2020, 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 \$ 250⁰⁰ 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, 2020.

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

injurious stream depletions to the Rio Grande Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2020 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

The Rio Grande Canal Water Users' Association

By: Clay Corzine
Clay Corzine, President

1/2/20
Date

ACCEPTED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

4-10-2020
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2020, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District ("Subdistrict No. 1") and the San Luis Valley Canal Company ("Company"), a Colorado mutual ditch company (collectively "the Parties").

RECITALS

A. The Company owns and operates the San Luis Valley Canal and the water rights decreed thereto. The San Luis Valley Canal diverts water from the Rio Grande in the SW¹/₄ of Section 36, T39N, R8E, N.M.P.M., and has decreed priorities totaling 574.76 c.f.s. from the Rio Grande

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2020 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, 2020 through April 30th, 2021.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the San Luis Valley Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the San Luis Valley Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2020 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the San Luis Valley Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

| <u>Priority No.</u> | <u>Amount</u> |
|---------------------|---------------|
| 270 | 92.900 |
| 357 | 0.700 |
| 362 | 3.400 |
| 1903-22B | 161.460 |
| 1903-22F | 5.210 |
| 1903-24D | 44.270 |
| 1903-24G | 11.070 |
| 1903-34D | 31.250 |
| 1903-34H | 15.630 |
| 1903-37C | 10.420 |
| 1903-37F | 13.020 |
| 1903-41C | 7.810 |
| 1903-45D | 18.230 |
| 1903-45G | 14.330 |
| 1903-46D | 20.840 |
| 1903-49E | 26.040 |
| 1903-49J | 10.420 |
| 1903-52D | 10.420 |
| 1903-57B | 27.340 |

2.5. When the total amount of estimated unreplaced depletions to the San Luis Valley Canal during the term of this Agreement equals 200 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2020 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2020 irrigation season, and not later than March 15, 2021, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2021.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the San Luis Valley Canal to off-set the first 400.0 acre-feet of injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2020 Annual Replacement Plan.

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

To Company:

c/o Manager
San Luis Valley Canal
0025 North Road 100
Monte Vista, CO 81144

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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


The San Luis Valley Canal Company

By: 
President

2-18-20
Date

ACCEPTED:

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

By: 
Marisa Fricke, Program Manager

4-10-2020
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN SUBDISTRICTS NO. 1, NO. 2 and NO. 3**

March 2, 2020

To: Boards of Managers of Subdistrict No. 1, Subdistrict No. 2, Subdistrict No. 3 and Subdistrict No. 6.

From: Subdistrict Nos. 2, 3 and 6 Staff, through Board of Managers of Subdistrict Nos. 2, 3 and 6.

Re: Release of Subdistrict No. 1 Santa Maria water on behalf of Subdistricts No. 2, No. 3 and No. 6.

Background:

In 2011, Subdistrict No. 1 began leasing water in order to build a portfolio sufficient to replace post Annual Replacement Plan (ARP) Year injurious stream depletions based on the then current Response Functions. They acquired tens of thousands of acre-feet based on the Response Functions showing the need for that amount of water to be available to remedy post ARP Year injurious stream depletions. In 2015, the 6P98 Response Functions were released and the amount of post ARP Year injurious stream depletions calculated with the new Response Functions was an order of magnitude less than the previous version. This greatly reduced the need to hold the same volume of water in storage. Beginning in 2016, Subdistrict No. 1 began replacing injurious stream depletions solely by releasing its leased water from storage. The primary factor in this decision was to reduce storage costs.

Subdistricts No. 2 and No. 3 have now been operating under their first ARP since May of 2019. As they are just beginning to operate under a Plan of Water Management (PWM) and ARP they are currently trying to build their portfolio of water and other sources to insure that current and post ARP Year injurious stream depletions will be remedied.

Subdistrict No. 6 has just recently finalized their PWM and must be operating under an approved ARP by October 1, 2020. In order for them to operate under an ARP in 2020 they must acquire sufficient water to replace injurious stream depletions. They have acquired some water which is being stored in Rio Grande Reservoir but they are still looking for additional water to assure they can remedy all depletions under their first ARP.

Purpose and Need:

The needs of the different subdistricts are complimentary. Subdistrict No. 1 wants to reduce the volume of water it holds in storage and needs to increase the water levels in the unconfined aquifer of the Closed Basin by the year 2032. Subdistricts No. 2 and No. 3 need to acquire a sufficient water supply to remedy post ARP Year injurious stream depletions and Subdistrict No.

6 will be in need of water to cover current year and post ARP Year injurious stream depletions beginning in 2020. Subdistricts No. 2 and No. 3 did retain a portion of their water that was stored in the past year which can be used for their 2020 ARPs but they are still short in the total amount of water they will need for the 2020 replacements. Subdistrict No. 6 needs to acquire sufficient water to insure remedy of its 2020 ARP injurious depletions.

Proposed Action:

During the term of the 2020 ARPs for Subdistricts No. 1, agrees to lease 1,500 acre feet to Subdistrict No. 2, No. 3 and No. 6, (May 1, 2020 to April 30, 2021), when the calling right on the Rio Grande is a ditch or canal that primarily services Subdistrict No. 1 and recharges the unconfined aquifer of the Closed Basin, Subdistricts No. 2, No. 3 and No. 6 will pay Subdistrict No. 1 the sum of \$ 250 per acre-foot to release its leased Santa Maria Reservoir Company water to replace the injurious stream depletions caused by Subdistrict No. 2, No. 3 and No. 6 groundwater withdrawals. The ditches and canals that Subdistrict No. 1 will release water for include Rio Grande Canal, Farmers Union Canal, San Luis Valley Canal, Billings Ditch, and Prairie Ditch. Staff for each Subdistrict will keep a daily accounting of the amount of water released from Subdistrict No. 1's storage for the replacement of injurious stream depletions for Subdistricts No. 2, No. 3 and No. 6. At the end of the 2020 ARP Year, subdistrict staff will reconcile their accounting and provide the final number of acre-feet released and total cost to the Boards of Managers of Subdistrict No. 1. Subdistricts No. 2, No. 3 and No.6 will pay \$ 250 dollars per acre-foot of water released for the 2020 ARP no later than thirty days after receipt of the final accounting.

Outstanding Concerns:

As the irrigation season progresses staff for Subdistrict No. 1 and Subdistricts No. 2, No. 3 and No. 6 will consult with each other to track the amount of water being released pursuant to this agreement. During the quarterly meetings of each subdistrict, staff will update the Boards of Managers on the amounts of water being released under this agreement.

Staff Recommendation:

Staff recommends accepting the request and proceeding with the agreement. This one-year agreement represents an opportunity to benefit four subdistricts in multiple ways. Subdistrict No. 1 benefits from reduced storage costs, recharge to the unconfined aquifer of the Closed Basin, and monetary payments for the water released. Subdistricts No. 2 and No. 3 benefit from having 2020 ARP year injurious stream depletions being remedied and from retaining their water currently in storage, when possible, to allow them to build up a portfolio of water for future years. Subdistrict No. 6 benefits from having a supply for their first ARP. As subdistricts are formed and move forward, this is the type of planning and execution that will be necessary to assure the subdistricts succeed in remedying injurious stream depletions and meeting the other

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



March 24, 2020

Cleave Simpson, General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101
cleave@rgwcd.org

Dear Mr. Simpson,

The Board of the San Luis Valley Water Conservancy District (District) has approved the request by the Rio Grande Water Conservation District to allocate a portion of the Rio Grande's share of 2020 and 2021 Closed Basin Project (CBP) production to subdistricts' stream depletions for inclusion in the 2020 Annual Replacement Plans (ARPs) as follows:

1. The District approves allocation of up to 1,500 acre-feet to 2020 ARPs for subdistricts' winter-time impacts from the portion of CBP anticipated production allocated to the Rio Grande for 2020. This allocation will cover the calendar year 2020 estimated November and December impacts as follows:
 - a. Subdistrict 1 – 308 acre-feet
 - b. Subdistrict 2 – 328 acre-feet
 - c. Subdistrict 3 – 89 acre-feet
 - d. Subdistrict 6 – 791 acre-feet
2. The District approves allocation of up to 2,300 acre-feet to 2020 ARPs for subdistricts' winter-time impacts from the portion of CBP anticipated production allocated to the Rio Grande for 2021. This allocation will cover the calendar year 2021 estimated January, February, and March impacts as follows:
 - a. Subdistrict 1 – 273 acre-feet
 - b. Subdistrict 2 – 512 acre-feet
 - c. Subdistrict 3 – 126 acre-feet
 - d. Subdistrict 5 – 20 acre-feet
 - e. Subdistrict 6 – 1,295 acre-feet
3. The District recognizes that a part of the Rio Grande's allocation from CBP production produced in the summer months can be used to satisfy winter impacts.

Sincerely,

A handwritten signature in blue ink that reads "Heather R. Dutton".

Heather Dutton
Manager, San Luis Valley Water Conservancy District

The Rio Grande Water Users Association

147 Washington St.

Monte Vista CO. 81144

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

March 25, 2020

Cleave Simpson, General Manager
Rio Grande Water Conservation District
10900 E. Highway 160
Alamosa, Colorado 81101

Re: 2020-2021 Allocation of Rio Grande's Share of Closed Basin Project Production

Dear Cleave:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users intend to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2020 through April 30, 2021. 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 2020 and will likely use the same percentage in 2021.

The Board of Directors of the Water Users has reviewed the needs of the Special Improvement Districts of the Rio Grande Water Conservation District ("Subdistricts") for water to replace stream depletions under their Annual Replacement Plans. In light of the importance of the Subdistricts being able to meet their replacement requirements in this coming ARP year's operations, the Water Users' Board voted to specifically allocate up to 4,000 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 2020-2021 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. While this water will be delivered to the Rio Grande both before, during, and perhaps after the non-irrigation season, the Water users understand that the Division Engineer has agreed that this water replacement can be delivered at such times and will be credited to non-irrigation season depletions. The Water users understand that there may be circumstances during the irrigation season when the Subdistricts cannot deliver water to the Rio Grande below the Chicago Ditch due to intervening dry stream reaches or excessive losses in deliveries. In those circumstances, the Water Users believe Project Water is an appropriate replacement source, but intend that the use of the allocation described herein be minimized during the irrigation season.

This allocation to the Subdistricts covers parts of two calendar years. The amount of about 1,800 acre-feet is allocated for replacement by December 31, 2020, and will come from the

The Rio Grande Water Users Association

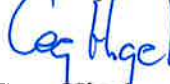
Cleave Simpson
March 25, 2020
Page 2

Rio Grande's 2020 share of the Project's usable yield. The remainder of about 2,200 is allocated for replacements from January 1 through April 30, 2021, the end of the Subdistricts 2020-2021 Annual Replacement Plan Year. The amount of the allocation used during January 1 through April 30, 2021, will come from the Rio Grande's share of Project production in 2021.

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,

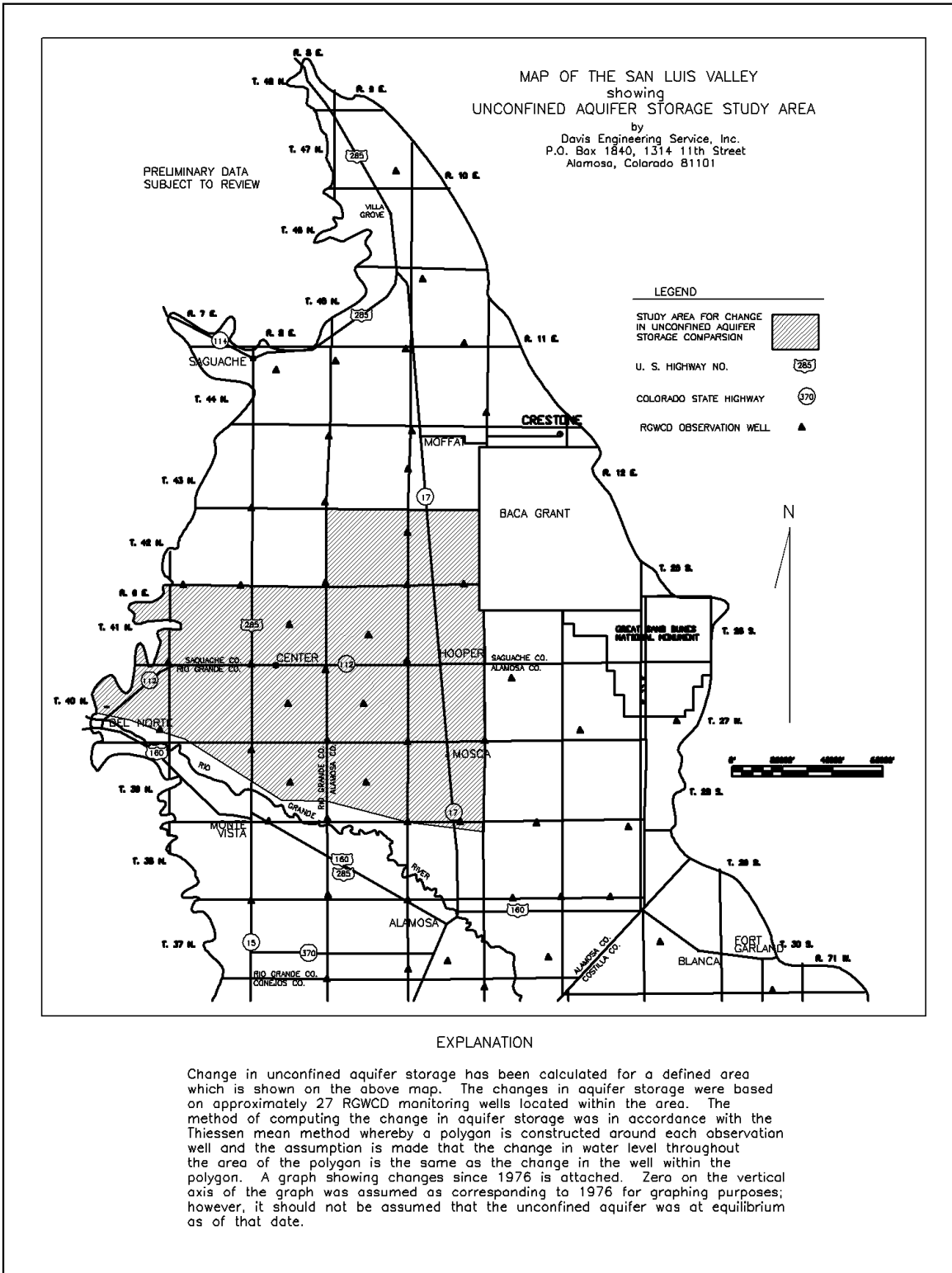


Greg Higel, President
Rio Grande Water Users Association

Copy: San Luis Valley Water Conservancy District
Craig Cotten

APPENDIX J

MAP SHOWING STUDY AREA OF CHANGE IN UNCONFINED AQUIFER STORAGE STUDY AND SPREADSHEET CONTAINING CALCULATIONS



Change in Unconfined Aquifer Storage – North Central San Luis Valley

| CHANGE IN UNCONFINED AQUIFER STORAGE | | | | | |
|--------------------------------------|---------------------------------|-------------|-----------|-------------|---------------|
| NORTH CENTRAL SAN LUIS VALLEY | | | | | |
| Prepared by | Davis Engineering Service, Inc. | | | | |
| | 1314 11th Street, P.O. Box 1840 | | | | |
| | Alamosa, CO 81101 | | | Average | 5 yr. Running |
| | | | | Annual | Average |
| | Monthly | Accumulated | | Accumulated | Accumulated |
| | Change in | Change in | | Change in | Change in |
| | Storage | Storage | | Storage | Storage |
| Date | (acre-feet) | (acre-feet) | Date | (acre-feet) | (acre-feet) |
| 01/01/76 | 0 | 0 | | | |
| 02/01/76 | -39999.276 | -39999.276 | | | |
| 03/01/76 | 77786.084 | 37786.808 | | | |
| 04/01/76 | 20613.124 | 58399.932 | | | |
| 05/01/76 | 16171.628 | 74571.56 | | | |
| 06/01/76 | 29018.556 | 103590.116 | | | |
| 07/01/76 | -10429.246 | 93160.87 | | | |
| 08/01/76 | 12474.802 | 105635.672 | | | |
| 09/01/76 | -57446.136 | 48189.536 | | | |
| 10/01/76 | -9835.47 | 38354.066 | | | |
| 11/01/76 | 8742.436 | 47096.502 | | | |
| 12/01/76 | 34926.408 | 82022.91 | 12/1/1976 | 54067.39133 | |
| 01/01/77 | -52330.194 | 29692.716 | | | |
| 02/01/77 | 0 | 29692.716 | | | |
| 03/01/77 | 9337.002 | 39029.718 | | | |
| 04/01/77 | -66606.56 | -27576.842 | | | |
| 05/01/77 | 26280.85 | -1295.992 | | | |
| 06/01/77 | -52715.472 | -54011.464 | | | |
| 07/01/77 | -20396.064 | -74407.528 | | | |
| 08/01/77 | -37527.502 | -111935.03 | | | |
| 09/01/77 | -111073.584 | -223008.614 | | | |
| 10/01/77 | -12109.48 | -235118.094 | | | |
| 11/01/77 | -22296.448 | -257414.542 | | | |
| 12/01/77 | -22198.364 | -279612.906 | 12/1/1977 | -97163.8218 | |
| 01/01/78 | 11784.074 | -267828.832 | | | |
| 02/01/78 | -17151.566 | -284980.398 | | | |
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| 04/01/78 | -2323.652 | -304507.526 | | | |
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| 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 | | | |

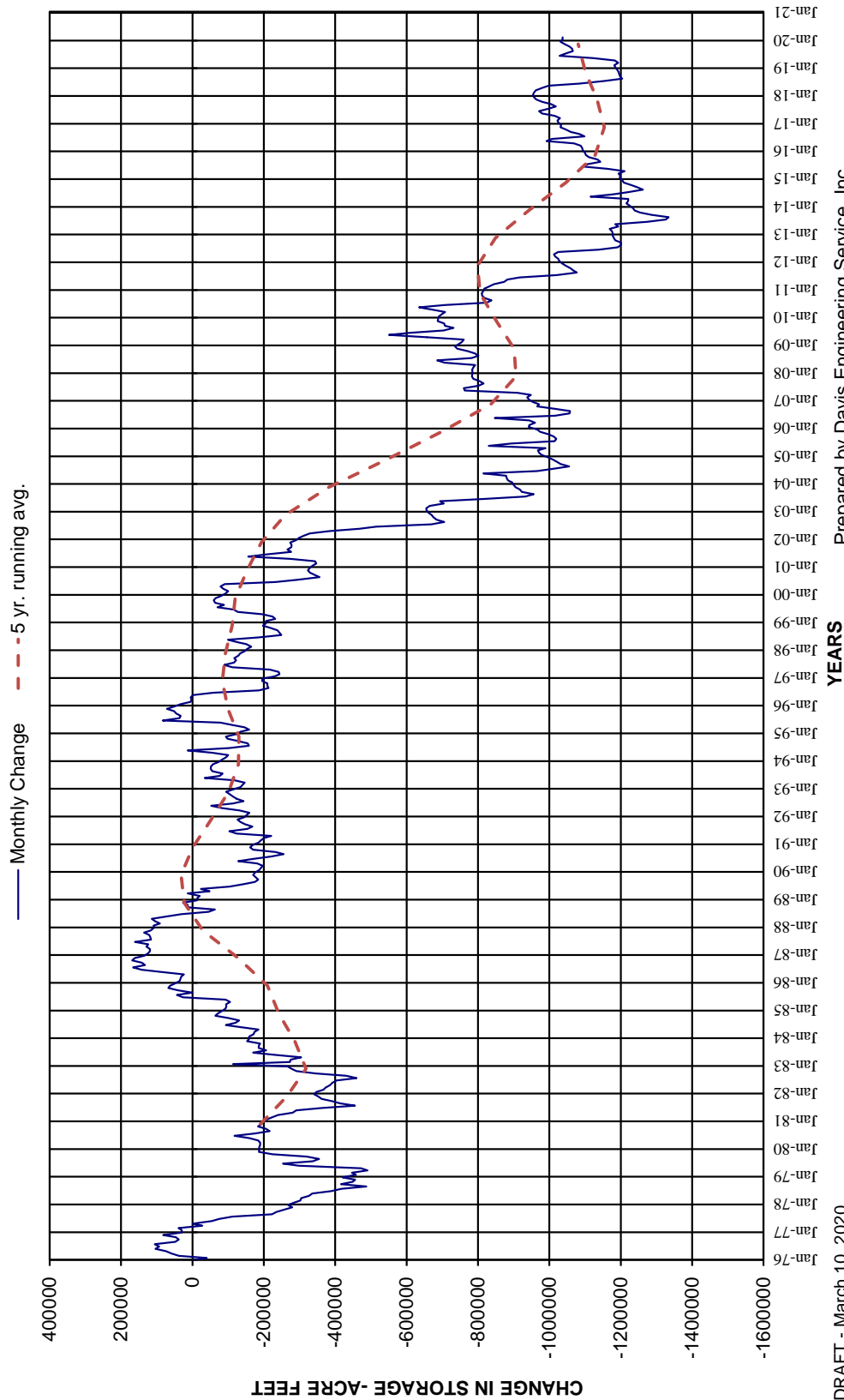
| | | | | | |
|-----------|------------|------------|-----------|------------|-------------------|
| 11/1/2006 | 47462.53 | -965857.13 | | | |
| 12/1/2006 | -5059.36 | -970916.49 | 12/1/2006 | -973522.00 | -836000.09 |
| 1/1/2007 | 17497.47 | -953419.02 | | | |
| 2/1/2007 | 10684.96 | -942734.06 | | | |
| 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 | | | |

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|-----------|------------|-------------|-----------|-------------|---------------------|
| 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 | -1103245.26 | -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 | -1232404.12 | -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 | | | |

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|-----------|-----------|-------------|-----------|-------------|---------------------|
| 11/1/2014 | 17987.62 | -1228412.72 | | | |
| 12/1/2014 | 19637.89 | -1208774.83 | 12/1/2014 | -1215156.59 | -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 | -1154997.53 | -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 | | | |

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|-----------|-----------|-------------|-----------|-------------|---------------------|
| 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 | -1080972.10 |
| 1/1/2020 | 11785.95 | -1031191.19 | | | |
| 2/1/2020 | -5989.55 | -1037180.74 | | | |
| 3/1/2020 | 2.13 | -1037178.61 | | | |

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



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

DRAFT - March 10, 2020
Data through March 5, 2020

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) |
| 1/14/19 | 8.30 | 7554.21 | RGWCD |
| 2/6/19 | 8.12 | 7554.39 | RGWCD |
| 3/6/19 | 8.17 | 7554.34 | RGWCD |
| 4/1/19 | 8.02 | 7554.49 | RGWCD |
| 5/6/19 | 7.82 | 7554.69 | RGWCD |
| 6/5/19 | 7.69 | 7554.82 | RGWCD |
| 7/1/19 | 7.77 | 7554.74 | RGWCD |
| 8/5/19 | 8.11 | 7554.40 | RGWCD |
| 9/6/19 | 8.35 | 7554.16 | RGWCD |
| 10/2/19 | 8.44 | 7554.07 | RGWCD |
| 11/3/19 | 8.32 | 7554.19 | RGWCD |
| 12/3/19 | 8.34 | 7554.17 | RGWCD |
| 1/3/20 | 8.27 | 7554.24 | RGWCD |
| 2/7/20 | 8.17 | 7554.34 | RGWCD |
| 3/4/20 | 8.09 | 7554.42 | 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) |

| | | | |
|--|---|---------------------------------------|--|
| 1/14/19 | 16.97 | 7533.23 | RGWCD |
| 2/6/19 | 16.92 | 7533.28 | RGWCD |
| 3/7/19 | 16.95 | 7533.25 | RGWCD |
| 4/3/19 | 16.91 | 7533.29 | RGWCD |
| 5/6/19 | 16.91 | 7533.29 | RGWCD |
| 6/5/19 | 16.90 | 7533.30 | RGWCD |
| 7/1/19 | 16.94 | 7533.26 | RGWCD |
| 8/6/19 | 16.94 | 7533.26 | RGWCD |
| 9/6/19 | 16.99 | 7533.21 | RGWCD |
| 10/3/19 | 16.92 | 7533.28 | RGWCD |
| 11/3/19 | 16.88 | 7533.32 | RGWCD |
| 12/3/19 | 16.89 | 7533.31 | RGWCD |
| 1/9/20 | 16.87 | 7533.33 | RGWCD |
| 2/7/20 | 17.01 | 7533.19 | RGWCD |
| 3/4/20 | 16.99 | 7533.21 | RGWCD |
| USGS 375005106092501, NA04100701BAA, RGWCD21A | | | |
| RG21A | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 30.0 | 37.83507202 N | 106.15675306 W | 7636.36 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/10/19 | 14.50 | 7621.86 | RGWCD |
| 2/6/19 | 14.74 | 7621.62 | RGWCD |
| 3/4/19 | 15.15 | 7621.21 | RGWCD |
| 4/3/19 | 15.46 | 7620.90 | RGWCD |
| 5/6/19 | 11.75 | 7624.61 | RGWCD |
| 6/5/19 | 4.02 | 7632.34 | RGWCD |
| 7/1/19 | 2.65 | 7633.71 | RGWCD |
| 8/5/19 | 4.93 | 7631.43 | RGWCD |
| 9/6/19 | 8.01 | 7628.35 | RGWCD |
| 10/1/19 | 9.85 | 7626.51 | RGWCD |
| 11/1/19 | 11.35 | 7625.01 | RGWCD |

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|---|--|---|--------------------------------------|
| 12/2/19 | 12.26 | 7624.10 | RGWCD |
| 1/3/20 | 12.85 | 7623.51 | RGWCD |
| 2/7/20 | 13.34 | 7623.02 | RGWCD |
| 3/4/20 | 13.63 | 7622.73 | 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) |
| 1/10/19 | 20.54 | 7560.33 | RGWCD |
| 2/6/19 | 20.21 | 7560.66 | RGWCD |
| 3/6/19 | 20.07 | 7560.80 | RGWCD |
| 4/3/19 | 19.88 | 7560.99 | RGWCD |
| 5/6/19 | 19.49 | 7561.38 | RGWCD |
| 6/6/19 | 19.75 | 7561.12 | RGWCD |
| 7/1/19 | 20.22 | 7560.65 | RGWCD |
| 8/5/19 | 21.35 | 7559.52 | RGWCD |
| 9/6/19 | 22.94 | 7557.93 | RGWCD |
| 10/2/19 | 22.24 | 7558.63 | RGWCD |
| 11/3/19 | 21.31 | 7559.56 | RGWCD |
| 12/3/19 | 20.74 | 7560.13 | RGWCD |
| 1/3/20 | 20.21 | 7560.66 | RGWCD |
| 2/7/20 | 19.84 | 7561.03 | RGWCD |
| 3/4/20 | 19.63 | 7561.24 | 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) |
|--|-----------------------------------|------------------------------------|-------------------------------|
| 1/14/19 | 39.97 | 7512.88 | RGWCD |
| 2/6/19 | 39.52 | 7513.33 | RGWCD |
| 3/7/19 | 38.97 | 7513.88 | RGWCD |
| 4/3/19 | 38.39 | 7514.46 | RGWCD |
| 5/6/19 | 37.94 | 7514.91 | RGWCD |
| 6/5/19 | 38.07 | 7514.78 | RGWCD |
| 7/1/19 | 39.40 | 7513.45 | RGWCD |
| 8/6/19 | 42.23 | 7510.62 | RGWCD |
| 9/6/19 | 42.78 | 7510.07 | RGWCD |
| 10/3/19 | 42.16 | 7510.69 | RGWCD |
| 11/3/19 | 41.85 | 7511.00 | RGWCD |
| 12/3/19 | 41.48 | 7511.37 | RGWCD |
| 1/9/20 | 40.77 | 7512.08 | RGWCD |
| 2/7/20 | 40.22 | 7512.63 | RGWCD |
| 3/4/20 | 39.73 | 7513.12 | 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) |
| 1/14/19 | 14.47 | 7521.33 | RGWCD |
| 2/6/19 | 13.84 | 7521.96 | RGWCD |
| 3/6/19 | 14.20 | 7521.60 | RGWCD |
| 4/3/19 | 14.96 | 7520.84 | RGWCD |
| 5/6/19 | 15.06 | 7520.74 | RGWCD |
| 6/6/19 | 15.34 | 7520.46 | RGWCD |
| 7/1/19 | 15.35 | 7520.45 | RGWCD |

| | | | |
|---|--|---|--------------------------------------|
| 8/6/19 | 15.50 | 7520.30 | RGWCD |
| 9/6/19 | 15.53 | 7520.27 | RGWCD |
| 10/3/19 | 15.62 | 7520.18 | RGWCD |
| 11/3/19 | 15.70 | 7520.10 | RGWCD |
| 12/3/19 | 15.79 | 7520.01 | RGWCD |
| 1/9/20 | 15.72 | 7520.08 | RGWCD |
| 2/7/20 | 15.83 | 7519.97 | RGWCD |
| 3/4/20 | 15.67 | 7520.13 | RGWCD |
| USGS 374410105464701, NA04001109BBB, RGWCD27A | | | |
| RG27A | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 75.3 | 37.73608331 N | 105.78032456 W | 7537.22 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/8/19 | 14.82 | 7522.40 | RGWCD |
| 2/6/19 | 14.91 | 7522.31 | RGWCD |
| 3/6/19 | 14.93 | 7522.29 | RGWCD |
| 4/3/19 | 14.94 | 7522.28 | RGWCD |
| 5/1/19 | 14.90 | 7522.32 | RGWCD |
| 6/5/19 | 14.89 | 7522.33 | RGWCD |
| 7/1/19 | 14.89 | 7522.33 | RGWCD |
| 8/6/19 | 14.91 | 7522.31 | RGWCD |
| 9/5/19 | 14.98 | 7522.24 | RGWCD |
| 10/3/19 | 15.06 | 7522.16 | RGWCD |
| 11/3/19 | 15.10 | 7522.12 | RGWCD |
| 12/3/19 | 15.14 | 7522.08 | RGWCD |
| 1/9/20 | 14.68 | 7522.54 | RGWCD |
| 2/7/20 | 15.00 | 7522.22 | RGWCD |
| 3/4/20 | 15.02 | 7522.20 | RGWCD |
| USGS 374704105590002, NA04100921DAA, RGWCD28-1 | | | |
| RG28-1 | | | |

| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
|--|--|---|--------------------------------------|
| 32.0 | 37.78448396 N | 105.98354869 W | 7579.49 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/14/19 | 31.96 | 7547.63 | RGWCD |
| 2/6/19 | 32.22 | 7547.37 | RGWCD |
| 3/6/19 | 32.39 | 7547.20 | RGWCD |
| 4/3/19 | 31.96 | 7547.63 | RGWCD |
| 5/6/19 | 32.29 | 7547.30 | RGWCD |
| 6/5/19 | 32.19 | 7547.40 | RGWCD |
| 7/1/19 | 30.19 | 7549.40 | RGWCD |
| 8/6/19 | 30.92 | 7548.67 | RGWCD |
| 9/4/19 | 32.81 | 7546.78 | RGWCD |
| 10/3/19 | 33.15 | 7546.44 | RGWCD |
| 11/3/19 | 32.82 | 7546.77 | RGWCD |
| 12/3/19 | 31.95 | 7547.64 | RGWCD |
| 1/9/20 | 31.32 | 7548.27 | RGWCD |
| 2/7/20 | 31.63 | 7547.96 | RGWCD |
| 3/4/20 | 32.15 | 7547.44 | 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) |
| 1/14/19 | 38.87 | 7533.07 | RGWCD |
| 2/6/19 | 38.45 | 7533.49 | RGWCD |
| 3/6/19 | 38.86 | 7533.08 | RGWCD |

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|---|--|---|--------------------------------------|
| 4/3/19 | 38.75 | 7533.19 | RGWCD |
| 5/6/19 | 39.03 | 7532.91 | RGWCD |
| 6/5/19 | 38.39 | 7533.55 | RGWCD |
| 7/1/19 | 38.34 | 7533.60 | RGWCD |
| 8/6/19 | 36.25 | 7535.69 | RGWCD |
| 9/5/19 | 36.05 | 7535.89 | RGWCD |
| 10/3/19 | 36.25 | 7535.69 | RGWCD |
| 11/3/19 | 36.08 | 7535.86 | RGWCD |
| 12/3/19 | 36.08 | 7535.86 | RGWCD |
| 1/9/20 | 35.83 | 7536.11 | RGWCD |
| 2/7/20 | 35.78 | 7536.16 | RGWCD |
| 3/4/20 | 35.64 | 7536.30 | 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) |
| 1/14/19 | Well Dry | - | RGWCD |
| 2/5/19 | Well Dry | - | RGWCD |
| 3/4/19 | Well Dry | - | RGWCD |
| 4/3/19 | Well Dry | - | RGWCD |
| 5/6/19 | Well Dry | - | RGWCD |
| 6/5/19 | Well Dry | - | RGWCD |
| 7/1/19 | Well Dry | - | RGWCD |
| 8/6/19 | Well Dry | - | RGWCD |
| 9/6/19 | Well Dry | - | RGWCD |
| 10//2/2019 | Well Dry | - | RGWCD |
| 11/3/19 | Well Dry | - | RGWCD |
| 12/3/19 | Well Dry | - | RGWCD |
| 1/3/20 | Well Dry | - | RGWCD |
| 2/5/20 | Well Dry | - | RGWCD |

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|--|--|---|--------------------------------------|
| 3/3/20 | Well Dry | - | RGWCD |
| RGWCD29A | | | |
| RG29A | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| - | 37.74810207 N | 106.03860429 W | 7608.95 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/14/19 | 32.09 | 7576.91 | RGWCD |
| 2/4/19 | 31.73 | 7577.27 | RGWCD |
| 3/4/19 | 31.42 | 7577.58 | RGWCD |
| 4/4/19 | 31.17 | 7577.83 | RGWCD |
| 5/6/19 | 30.99 | 7578.01 | RGWCD |
| 6/6/19 | 31.33 | 7577.67 | RGWCD |
| 7/1/19 | 30.59 | 7578.41 | RGWCD |
| 8/7/19 | 31.56 | 7577.44 | RGWCD |
| 9/6/19 | 32.52 | 7576.48 | RGWCD |
| 10/2/19 | 32.36 | 7576.64 | RGWCD |
| 11/3/19 | 32.08 | 7576.92 | RGWCD |
| 12/3/19 | 31.54 | 7577.46 | RGWCD |
| 1/3/20 | 30.95 | 7578.05 | RGWCD |
| 2/5/20 | 30.75 | 7578.25 | RGWCD |
| 3/3/20 | 30.49 | 7578.51 | 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) |
|---|-----------------------------------|------------------------------------|-------------------------------|
| 1/14/19 | Well Dry | - | RGWCD |
| 2/6/19 | Well Dry | - | RGWCD |
| 3/4/19 | Well Dry | - | RGWCD |
| 4/3/19 | Well Dry | - | RGWCD |
| 5/6/19 | Well Dry | - | RGWCD |
| 6/4/19 | Well Dry | - | RGWCD |
| 7/1/19 | Well Dry | - | RGWCD |
| 8/7/19 | Well Dry | - | RGWCD |
| 9/6/19 | Well Dry | - | RGWCD |
| 10/2/19 | Well Dry | - | RGWCD |
| 11/1/19 | Well Dry | - | RGWCD |
| 12/3/19 | Well Dry | - | RGWCD |
| 1/3/20 | Well Dry | - | RGWCD |
| 2/5/20 | Well Dry | - | RGWCD |
| 3/4/20 | 33.74 | 7588.73 | 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) |
| 1/9/19 | 40.72 | 7627.58 | RGWCD |
| 2/4/19 | 40.90 | 7627.40 | RGWCD |
| 3/4/19 | 41.11 | 7627.19 | RGWCD |
| 4/4/19 | 41.24 | 7627.06 | RGWCD |
| 5/1/19 | 41 | 7627.3 | RGWCD |
| 6/4/19 | 39.07 | 7629.23 | RGWCD |
| 7/1/19 | 31.52 | 7636.78 | RGWCD |
| 8/7/19 | No Measurement | - | RGWCD |

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|--|--|---|--------------------------------------|
| 9/6/19 | 31.70 | 7636.60 | RGWCD |
| 10/1/19 | 32.34 | 7635.96 | RGWCD |
| 11/1/19 | 33.54 | 7634.76 | RGWCD |
| 12/3/19 | 33.06 | 7635.24 | RGWCD |
| 1/8/20 | 32.17 | 7636.13 | RGWCD |
| 2/4/20 | 33.06 | 7635.24 | RGWCD |
| 3/3/20 | 33.77 | 7634.53 | 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) |
| 1/9/19 | 77.92 | 7677.66 | RGWCD |
| 2/4/19 | 77.77 | 7677.81 | RGWCD |
| 3/4/19 | 78.10 | 7677.48 | RGWCD |
| 4/4/19 | 78.46 | 7677.12 | RGWCD |
| 5/3/19 | 78.92 | 7676.66 | RGWCD |
| 6/4/19 | 79.95 | 7675.63 | RGWCD |
| 7/1/19 | 78.81 | 7676.77 | RGWCD |
| 8/5/19 | 80.90 | 7674.68 | RGWCD |
| 9/6/19 | 79.81 | 7675.77 | RGWCD |
| 10/1/19 | 80.00 | 7675.58 | RGWCD |
| 11/1/19 | 78.61 | 7676.97 | RGWCD |
| 12/2/19 | 77.44 | 7678.14 | RGWCD |
| 1/8/20 | 76.09 | 7679.49 | RGWCD |
| 2/5/20 | 75.54 | 7680.04 | RGWCD |
| 3/3/20 | 75.19 | 7680.39 | 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) |
| 1/9/19 | Well Dry | - | RGWCD |
| 2/4/19 | Well Dry | - | RGWCD |
| 3/4/19 | Well Dry | - | RGWCD |
| 4/4/19 | Well Dry | - | RGWCD |
| 5/3/19 | Well Dry | - | RGWCD |
| 6/4/19 | 28.99 | 7781.77 | RGWCD |
| 7/1/19 | 23.09 | 7787.67 | RGWCD |
| 8/5/19 | 24.49 | 7786.27 | RGWCD |
| 9/5/19 | 27.5 | 7783.26 | RGWCD |
| 10/1/19 | 28.78 | 7781.98 | RGWCD |
| 11/4/19 | Well Dry | - | RGWCD |
| 12/2/19 | 29.62 | 7781.14 | RGWCD |
| 1/8/20 | Well Dry | - | RGWCD |
| 2/5/20 | Well Dry | - | RGWCD |
| 3/3/20 | Well Dry | - | 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) |
| 1/9/19 | 48.99 | 7762.11 | RGWCD |
| 2/4/19 | 49.83 | 7761.27 | RGWCD |
| 3/4/19 | 50.88 | 7760.22 | RGWCD |

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|---|--|---|--------------------------------------|
| 4/4/19 | 52.00 | 7759.10 | RGWCD |
| 5/3/19 | 52.68 | 7758.42 | RGWCD |
| 6/4/19 | 50.49 | 7760.61 | RGWCD |
| 7/1/19 | 42.06 | 7769.04 | RGWCD |
| 8/5/19 | 35.47 | 7775.63 | RGWCD |
| 9/5/19 | 35.42 | 7775.68 | RGWCD |
| 10/1/19 | 34.02 | 7777.08 | RGWCD |
| 11/1/19 | 34.15 | 7776.95 | RGWCD |
| 12/2/19 | 34.21 | 7776.89 | RGWCD |
| 1/8/20 | 36.26 | 7774.84 | RGWCD |
| 2/5/20 | 38.46 | 7772.64 | RGWCD |
| 3/3/20 | 40.66 | 7770.44 | 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) |
| 1/9/19 | 33.29 | 7650.01 | RGWCD |
| 2/4/19 | 33.21 | 7650.09 | RGWCD |
| 3/7/19 | 33.32 | 7649.98 | RGWCD |
| 4/4/19 | 33.48 | 7649.82 | RGWCD |
| 5/3/19 | 33.80 | 7649.50 | RGWCD |
| 6/5/19 | 33.72 | 7649.58 | RGWCD |
| 7/2/19 | 32.51 | 7650.79 | RGWCD |
| 8/5/19 | 31.23 | 7652.07 | RGWCD |
| 9/5/19 | 29.20 | 7654.10 | RGWCD |
| 10/2/19 | 28.60 | 7654.70 | RGWCD |
| 11/5/19 | 28.62 | 7654.68 | RGWCD |
| 12/4/19 | 28.56 | 7654.74 | RGWCD |
| 1/9/20 | 28.59 | 7654.71 | RGWCD |
| 2/5/20 | 28.86 | 7654.44 | RGWCD |

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| 3/3/20 | 29.11 | 7654.19 | 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) |
| 1/14/19 | 35.46 | 7607.46 | RGWCD |
| 2/4/19 | 35.26 | 7607.66 | RGWCD |
| 3/4/19 | 35.15 | 7607.77 | RGWCD |
| 4/4/19 | 35.07 | 7607.85 | RGWCD |
| 5/6/19 | 35.10 | 7607.82 | RGWCD |
| 6/6/19 | 33.82 | 7609.10 | RGWCD |
| 7/1/19 | 33.60 | 7609.32 | RGWCD |
| 8/7/19 | 32.25 | 7610.67 | RGWCD |
| 9/6/19 | 34.05 | 7608.87 | RGWCD |
| 10/2/19 | 33.67 | 7609.25 | RGWCD |
| 11/3/19 | 32.89 | 7610.03 | RGWCD |
| 12/3/19 | 32.42 | 7610.50 | RGWCD |
| 1/3/20 | 32.09 | 7610.83 | RGWCD |
| 2/5/20 | 31.75 | 7611.17 | RGWCD |
| 3/3/20 | 31.61 | 7611.31 | 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) |
|---|-----------------------------------|------------------------------------|-------------------------------|
| 1/14/19 | 26.19 | 7590.46 | RGWCD |
| 2/6/19 | 25.91 | 7590.74 | RGWCD |
| 3/1/19 | 25.53 | 7591.12 | RGWCD |
| 4/3/19 | 25.39 | 7591.26 | RGWCD |
| 5/6/19 | 24.93 | 7591.72 | RGWCD |
| 6/6/19 | 23.34 | 7593.31 | RGWCD |
| 7/1/19 | 20.37 | 7596.28 | RGWCD |
| 8/7/19 | 23.78 | 7592.87 | RGWCD |
| 9/6/19 | 24.20 | 7592.45 | RGWCD |
| 10/2/19 | 23.78 | 7592.87 | RGWCD |
| 11/3/19 | 23.38 | 7593.27 | RGWCD |
| 12/4/19 | 23.04 | 7593.61 | RGWCD |
| 1/3/20 | 22.77 | 7593.88 | RGWCD |
| 2/7/20 | 22.37 | 7594.28 | RGWCD |
| 3/3/20 | 22.18 | 7594.47 | 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) |
| 1/14/19 | 27.30 | 7563.56 | RGWCD |
| 2/6/19 | 27.07 | 7563.79 | RGWCD |
| 3/6/19 | 26.87 | 7563.99 | RGWCD |
| 4/3/19 | 26.61 | 7564.25 | RGWCD |
| 5/6/19 | 26.41 | 7564.45 | RGWCD |
| 6/5/19 | 26.39 | 7564.47 | RGWCD |
| 7/1/19 | 26.57 | 7564.29 | RGWCD |
| 8/7/19 | 27.52 | 7563.34 | RGWCD |

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| 9/6/19 | 27.99 | 7562.87 | RGWCD |
| 10/2/19 | 27.91 | 7562.95 | RGWCD |
| 11/3/19 | 27.39 | 7563.47 | RGWCD |
| 12/3/19 | 26.94 | 7563.92 | RGWCD |
| 1/3/20 | 26.41 | 7564.45 | RGWCD |
| 2/5/20 | 25.94 | 7564.92 | RGWCD |
| 3/3/20 | 25.60 | 7565.26 | 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) |
| 1/14/19 | 18.37 | 7556.77 | RGWCD |
| 2/5/19 | 18.33 | 7556.81 | RGWCD |
| 3/1/19 | 18.25 | 7556.89 | RGWCD |
| 4/3/19 | 18.28 | 7556.86 | RGWCD |
| 5/6/19 | 18.15 | 7556.99 | RGWCD |
| 6/5/19 | 15.40 | 7559.74 | RGWCD |
| 7/1/19 | 12.78 | 7562.36 | RGWCD |
| 8/6/19 | 15.28 | 7559.86 | RGWCD |
| 9/6/19 | 16.45 | 7558.69 | RGWCD |
| 10/3/19 | 16.40 | 7558.74 | RGWCD |
| 11/3/19 | 16.21 | 7558.93 | RGWCD |
| 12/4/19 | 16.06 | 7559.08 | RGWCD |
| 1/10/20 | 15.95 | 7559.19 | RGWCD |
| 2/7/20 | 15.99 | 7559.15 | RGWCD |
| 3/3/20 | 15.83 | 7559.31 | 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) |
| 1/8/19 | 12.10 | 7529.98 | RGWCD |
| 2/6/19 | 12.18 | 7529.90 | RGWCD |
| 3/1/19 | 12.21 | 7529.87 | RGWCD |
| 4/1/19 | 12.29 | 7529.79 | RGWCD |
| 5/1/19 | 12.30 | 7529.78 | RGWCD |
| 6/4/19 | 9.45 | 7532.63 | RGWCD |
| 7/1/19 | 6.72 | 7535.36 | RGWCD |
| 8/1/19 | 8.06 | 7534.02 | RGWCD |
| 9/6/19 | 8.88 | 7533.20 | RGWCD |
| 10/3/19 | 9.18 | 7532.90 | RGWCD |
| 11/4/19 | 9.35 | 7532.73 | RGWCD |
| 12/4/19 | 9.70 | 7532.38 | RGWCD |
| 1/10/20 | 9.97 | 7532.11 | RGWCD |
| 2/7/20 | 10.07 | 7532.01 | RGWCD |
| 3/2/20 | 10.21 | 7531.87 | 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) |
| 1/10/19 | 8.20 | 7540.08 | RGWCD |
| 2/4/19 | 8.23 | 7540.05 | RGWCD |
| 3/6/19 | 5.93 | 7542.35 | RGWCD |

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| 4/4/19 | 8.04 | 7540.24 | RGWCD |
| 5/3/19 | 8.14 | 7540.14 | RGWCD |
| 6/5/19 | 7.99 | 7540.29 | RGWCD |
| 7/1/19 | 7.72 | 7540.56 | RGWCD |
| 8/7/19 | 7.22 | 7541.06 | RGWCD |
| 9/5/19 | 7.40 | 7540.88 | RGWCD |
| 10/1/19 | 7.50 | 7540.78 | RGWCD |
| 11/3/19 | 7.45 | 7540.83 | RGWCD |
| 12/3/19 | 7.53 | 7540.75 | RGWCD |
| 1/9/20 | 7.57 | 7540.71 | RGWCD |
| 2/5/20 | 7.60 | 7540.68 | RGWCD |
| 3/3/20 | 7.63 | 7540.65 | 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) |
| 1/10/19 | 16.51 | 7553.31 | RGWCD |
| 2/4/19 | 16.40 | 7553.42 | RGWCD |
| 3/6/19 | 16.28 | 7553.54 | RGWCD |
| 4/4/19 | 16.19 | 7553.63 | RGWCD |
| 5/3/19 | 16.08 | 7553.74 | RGWCD |
| 6/6/19 | 14.12 | 7555.70 | RGWCD |
| 7/1/19 | 14.53 | 7555.29 | RGWCD |
| 8/7/19 | 14.75 | 7555.07 | RGWCD |
| 9/5/19 | 15.17 | 7554.65 | RGWCD |
| 10/2/19 | 15.41 | 7554.41 | RGWCD |
| 11/5/19 | 15.62 | 7554.20 | RGWCD |
| 12/3/19 | 15.67 | 7554.15 | RGWCD |
| 1/10/19 | 15.52 | 7554.30 | RGWCD |
| 2/5/20 | 15.43 | 7554.39 | RGWCD |

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|--|--|---|--------------------------------------|
| 3/3/20 | 15.34 | 7554.48 | 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) |
| 1/10/19 | 18.83 | 7575.94 | RGWCD |
| 2/4/19 | 18.65 | 7576.12 | RGWCD |
| 3/6/19 | 18.45 | 7576.32 | RGWCD |
| 4/3/19 | 18.27 | 7576.50 | RGWCD |
| 5/3/19 | 18.15 | 7576.62 | RGWCD |
| 6/6/19 | 18.01 | 7576.76 | RGWCD |
| 7/1/19 | 18.76 | 7576.01 | RGWCD |
| 8/7/19 | 20.59 | 7574.18 | RGWCD |
| 9/5/19 | 19.12 | 7575.65 | RGWCD |
| 10/2/19 | 18.05 | 7576.72 | RGWCD |
| 11/5/19 | 17.27 | 7577.50 | RGWCD |
| 12/4/19 | 16.76 | 7578.01 | RGWCD |
| 1/3/20 | 16.41 | 7578.36 | RGWCD |
| 2/5/20 | 15.96 | 7578.81 | RGWCD |
| 3/3/20 | 15.74 | 7579.03 | 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) |

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|---|---|---------------------------------------|--|
| 1/10/19 | 6.04 | 7596.26 | RGWCD |
| 2/4/19 | 5.76 | 7596.54 | RGWCD |
| 3/6/19 | 5.99 | 7596.31 | RGWCD |
| 4/4/19 | 6.09 | 7596.21 | RGWCD |
| 5/3/19 | 5.15 | 7597.15 | RGWCD |
| 6/6/19 | 3.15 | 7599.15 | RGWCD |
| 7/1/19 | 3.28 | 7599.02 | RGWCD |
| 8/7/19 | 5.12 | 7597.18 | RGWCD |
| 9/5/19 | 5.60 | 7596.70 | RGWCD |
| 10/2/19 | 5.97 | 7596.33 | RGWCD |
| 11/5/19 | 5.94 | 7596.36 | RGWCD |
| 12/4/19 | 6.10 | 7596.20 | RGWCD |
| 1/10/20 | 5.48 | 7596.82 | RGWCD |
| 2/5/20 | 5.52 | 7596.78 | RGWCD |
| 3/3/20 | 5.81 | 7596.49 | 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) |
| 1/4/19 | 13.23 | 7625.48 | RGWCD |
| 2/4/19 | 15.25 | 7623.46 | RGWCD |
| 3/6/19 | 13.34 | 7625.37 | RGWCD |
| 4/4/19 | 13.27 | 7625.44 | RGWCD |
| 5/3/19 | 11.09 | 7627.62 | RGWCD |
| 6/6/19 | 8.75 | 7629.96 | RGWCD |
| 7/2/19 | 5.91 | 7632.80 | RGWCD |
| 8/7/19 | 6.18 | 7632.53 | RGWCD |
| 9/5/19 | 7.41 | 7631.30 | RGWCD |
| 10/2/19 | 8.57 | 7630.14 | RGWCD |
| 11/5/19 | 8.89 | 7629.82 | RGWCD |

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|---|---|---|--------------------------------------|
| 12/4/19 | 9.20 | 7629.51 | RGWCD |
| 1/8/20 | 9.47 | 7629.24 | RGWCD |
| 2/5/20 | 9.74 | 7628.97 | RGWCD |
| 3/3/20 | 9.93 | 7628.78 | RGWCD |
| USGS 374030106020001, NA04000931BAB, RGWCD ALA 2 | | | |
| ALA 2 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 415.0 | 37.67500094 N | 106.03391380 W | 7614.27 |
| Confined Aquifer | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/19 | -7.82 | 7621.90 | RGWCD |
| 2/14/19 | -8.91 | 7623.00 | RGWCD |
| 3/12/19 | -9.13 | 7623.20 | RGWCD |
| 4/9/19 | -7.68 | 7621.70 | RGWCD |
| 5/14/19 | -6.71 | 7620.80 | RGWCD |
| 6/11/19 | -5.39 | 7619.40 | RGWCD |
| 7/10/19 | -3.13 | 7617.20 | RGWCD |
| 8/14/19 | -2.83 | 7616.90 | RGWCD |
| 9/12/19 | -4.05 | 7618.10 | RGWCD |
| 10/8/19 | -6.84 | 7620.90 | RGWCD |
| 11/20/19 | -8.59 | 7622.70 | RGWCD |
| 12/13/19 | -10.27 | 7624.30 | RGWCD |
| 1/21/20 | -10.62 | 7624.70 | RGWCD |
| 2/25/20 | -11.03 | 7625.10 | RGWCD |
| 3/26/20 | -9.49 | 7623.60 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 373457106003801, NA03900932BCC, RGWCD ALA10 | | | |
| ALA 10 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 2084.0 | 37.58139100 N | 106.02141390 W | 7596.20 |
| Confined Aquifer | | | |

| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
|--|--|------------------------------------|-------------------------------|
| 1/31/19 | No Measurement | - | RGWCD |
| 2/20/19 | -20.03 | 7618.40 | RGWCD |
| 3/13/19 | -21.28 | 7619.70 | RGWCD |
| 4/12/19 | -15.41 | 7613.80 | RGWCD |
| 5/15/19 | -15.10 | 7613.50 | RGWCD |
| 6/11/19 | -15.86 | 7614.20 | RGWCD |
| 7/16/19 | -13.917 | 7612.30 | RGWCD |
| 8/12/19 | -14.11 | 7612.50 | RGWCD |
| 9/16/19 | -16.34 | 7614.70 | RGWCD |
| 10/8/19 | -14.91 | 7613.30 | RGWCD |
| 11/19/19 | -17.42 | 7615.80 | RGWCD |
| 12/23/19 | -16.72 | 7615.10 | RGWCD |
| 1/22/20 | -18.39 | 7616.80 | RGWCD |
| 2/14/20 | -20.19 | 7618.57 | RGWCD |
| 3/30/20 | -20.24 | 7618.62 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 373748105511501, NA03901014BBC, RGWCD ALA 13 | | | |
| ALA 13 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 2150.0 | 37.63000180 N | 105.85474300 W | 7551.8 |
| Confined Aquifer | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/19 | -9.79 | 7565.10 | RGWCD |
| 2/14/19 | -10.74 | 7566.10 | RGWCD |
| 3/12/19 | -12.06 | 7567.40 | RGWCD |
| 4/9/19 | -12.08 | 7567.40 | RGWCD |
| 5/14/19 | -10.699 | 7566.00 | RGWCD |
| 6/11/19 | No Measurement | - | RGWCD |

| | | | |
|---|---|---|--------------------------------------|
| 7/12/19 | No Measurement | - | RGWCD |
| 8/14/19 | 4.29 | 7551.00 | RGWCD |
| 9/18/19 | No Measurement | - | RGWCD |
| 10/8/19 | 4.45 | 7550.90 | RGWCD |
| 11/19/19 | -7.94 | 7563.30 | RGWCD |
| 12/13/19 | -8.89 | 7564.20 | RGWCD |
| 1/21/20 | -11.15 | 7566.50 | RGWCD |
| 2/13/20 | -11.37 | 7566.70 | RGWCD |
| 3/30/20 | -11.37 | 7566.70 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 373633106040901, NA03900823CAB, RGWCD RIO 3 | | | |
| RIO 3 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 199.0 | 37.60916667 N | 106.06916670 W | 7629.37 |
| Confined Aquifer | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/19 | No Measurement | - | RGWCD |
| 2/20/19 | No Measurement | - | RGWCD |
| 3/15/19 | No Measurement | - | RGWCD |
| 4/12/19 | No Measurement | - | RGWCD |
| 5/16/19 | No Measurement | - | RGWCD |
| 6/12/19 | No Measurement | - | RGWCD |
| 7/11/19 | No Measurement | - | RGWCD |
| 8/13/19 | No Measurement | - | RGWCD |
| 9/11/19 | No Measurement | - | RGWCD |
| 10/8/19 | No Measurement | - | RGWCD |
| 11/19/19 | No Measurement | - | RGWCD |
| 12/26/19 | No Measurement | - | RGWCD |
| 1/22/19 | No Measurement | - | RGWCD |
| 2/14/20 | No Measurement | - | RGWCD |
| 3/30/20 | No Measurement | - | RGWCD |
| *Preliminary Measurement | | | |

| USGS 373620106054001, NA03900821DDA, RGWCD RIO 4 | | | |
|---|---|---|--------------------------------------|
| RIO 4 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 986.0 | 37.60555786 N | 106.09502700 W | 7636.44 |
| Confined Aquifer | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/25/19 | No Measurement | - | RGWCD |
| 2/20/19 | No Measurement | - | RGWCD |
| 3/15/19 | -0.99 | 7638.30 | RGWCD |
| 4/12/19 | -1.10 | 7638.40 | RGWCD |
| 5/15/19 | -1.63 | 7638.90 | RGWCD |
| 6/11/19 | No Measurement | - | RGWCD |
| 7/12/19 | No Measurement | - | RGWCD |
| 8/14/19 | -1.11 | 7638.40 | RGWCD |
| 9/17/19 | No Measurement | - | RGWCD |
| 10/8/19 | No Measurement | - | RGWCD |
| 11/19/19 | -3.12 | 7640.40 | RGWCD |
| 12/24/19 | -3.52 | 7640.80 | RGWCD |
| 1/22/20 | -4.29 | 7641.60 | RGWCD |
| 2/14/20 | -4.17 | 7641.45 | RGWCD |
| 3/30/20 | -2.97 | 7640.25 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 375035106105501, NA04200735BCC, RGWCD SAG 1 | | | |
| SAG1 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 825.0 | 37.84305656 N | 106.18252770 W | 7651.62 |
| Confined Aquifer | | | |

| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
|---|--|------------------------------------|-------------------------------|
| 1/21/19 | 28.07 | 7622.80 | RGWCD |
| 2/15/19 | 29.82 | 7621.10 | RGWCD |
| 3/13/19 | 28.36 | 7622.50 | RGWCD |
| 4/11/19 | 27.05 | 7623.80 | RGWCD |
| 5/7/19 | 27.88 | 7623.00 | RGWCD |
| 6/13/19 | 29.06 | 7621.80 | RGWCD |
| 7/15/19 | No Measurement | - | RGWCD |
| 8/13/19 | 29.84 | 7621.00 | RGWCD |
| 9/12/19 | 31.24 | 7619.60 | RGWCD |
| 10/9/19 | 29.65 | 7621.20 | RGWCD |
| 11/21/19 | 27.35 | 7623.50 | RGWCD |
| 12/10/19 | 26.73 | 7624.10 | RGWCD |
| 1/17/20 | 28.22 | 7622.70 | RGWCD |
| 2/19/20 | 25.48 | 7625.39 | RGWCD |
| 3/23/20 | 25.14 | 7625.73 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 375310106021501, NA04200907CCC, RGWCD SAG 2 | | | |
| SAG 2 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 1987.0 | 37.73608331 N | 105.78032456 W | 7567.15 |
| Confined Aquifer | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/19 | -37.758 | 7604.1 | RGWCD |
| 2/22/19 | -38.66 | 7605.00 | RGWCD |
| 3/12/19 | -39.227 | 7605.60 | RGWCD |
| 4/12/19 | -28.61 | 7595.00 | RGWCD |
| 5/14/19 | -23.33 | 7589.70 | RGWCD |
| 6/14/19 | -23.03 | 7589.40 | RGWCD |
| 7/15/19 | -20.561 | 7586.90 | RGWCD |

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|--|--|---------------------------------------|--|
| 8/14/19 | -20.55 | 7586.90 | RGWCD |
| 9/16/19 | -21.76 | 7588.10 | RGWCD |
| 10/9/19 | -25.49 | 7591.80 | RGWCD |
| 11/20/19 | -32.48 | 7598.80 | RGWCD |
| 12/13/19 | -36.69 | 7603.00 | RGWCD |
| 1/21/20 | -40.44 | 7606.80 | RGWCD |
| 2/20/20 | -38.76 | 7605.11 | RGWCD |
| 3/26/20 | -40.57 | 7606.92 | RGWCD |
| *Preliminary Measurement | | | |
| | | | |
| USGS 375155106021501, NA04200919CCC1, RGWCD SAG 4 | | | |
| SAG 4 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 2301.0 | 37.86527760 N | 106.03807770 W | 7572.18 |
| Confined Aquifer | | | |
| | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/19 | No Measurement | - | RGWCD |
| 2/22/19 | No Measurement | - | RGWCD |
| 3/12/19 | -41.273 | 7615.60 | RGWCD |
| 4/12/19 | -32.14 | 7606.50 | RGWCD |
| 5/14/19 | -29.79 | 7604.10 | RGWCD |
| 6/14/19 | -27.16 | 7601.50 | RGWCD |
| 7/15/19 | -25.52 | 7599.80 | RGWCD |
| 8/14/19 | -22.477 | 7596.80 | RGWCD |
| 9/16/19 | -24.612 | 7598.90 | RGWCD |
| 10/9/19 | -24.84 | 7599.20 | RGWCD |
| 11/20/19 | -38.13 | 7612.50 | RGWCD |
| 12/13/19 | -38.74 | 7613.10 | RGWCD |
| 1/21/20 | -41.82 | 7616.10 | RGWCD |
| 2/20/20 | -41.60 | 7615.92 | RGWCD |
| 3/26/20 | | | 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) |
| 1/21/19 | 15.74 | 7619.60 | RGWCD |
| 2/15/19 | 14.86 | 7620.50 | RGWCD |
| 3/13/19 | 13.79 | 7621.50 | RGWCD |
| 4/11/19 | 14.41 | 7620.90 | RGWCD |
| 5/7/19 | 14.03 | 7621.30 | RGWCD |
| 6/13/19 | 15.40 | 7619.90 | RGWCD |
| 7/15/19 | 19.20 | 7616.10 | RGWCD |
| 8/13/19 | 16.15 | 7619.20 | RGWCD |
| 9/12/19 | 16.94 | 7618.40 | RGWCD |
| 10/6/19 | 15.47 | 7619.80 | RGWCD |
| 11/21/19 | 13.55 | 7621.80 | RGWCD |
| 12/10/19 | 13.39 | 7621.90 | RGWCD |
| 1/17/20 | 12.73 | 7622.60 | RGWCD |
| 2/19/20 | 12.51 | 7622.80 | RGWCD |
| 3/21/20 | 12.39 | 7622.92 | 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) |

| | | | |
|---|---|---|--------------------------------------|
| 1/30/19 | No Measurement | - | RGWCD |
| 2/15/19 | -5.31 | 7616.20 | RGWCD |
| 3/13/19 | -6.506 | 7617.40 | RGWCD |
| 4/11/19 | -5.55 | 7616.40 | RGWCD |
| 5/7/19 | -4.967 | 7615.90 | RGWCD |
| 6/13/19 | -2.13 | 7613.00 | RGWCD |
| 7/15/19 | No Measurement | - | RGWCD |
| 8/13/19 | No Measurement | - | RGWCD |
| 9/12/19 | -0.69 | 7611.60 | RGWCD |
| 10/9/19 | -2.62 | 7613.50 | RGWCD |
| 11/20/19 | -4.71 | 7615.60 | RGWCD |
| 12/10/19 | -6.23 | 7617.10 | RGWCD |
| 1/17/20 | -6.88 | 7617.80 | RGWCD |
| 2/19/20 | -8.11 | 7619.01 | RGWCD |
| 3/24/20 | -6.60 | 7617.50 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 375310106050001, NA04200815ACC, RGWCD SAG 10 | | | |
| SAG 10 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 2087.0 | 37.88638899 N | 106.08196780 W | 7584.32 |
| Confined Aquifer | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/19 | -28.87 | 7613.40 | RGWCD |
| 2/15/19 | -29.605 | 7614.10 | RGWCD |
| 3/13/19 | -30.709 | 7615.20 | RGWCD |
| 4/11/19 | -30.23 | 7614.70 | RGWCD |
| 5/7/19 | -28.83 | 7613.30 | RGWCD |
| 6/13/19 | -23.01 | 7607.50 | RGWCD |
| 7/15/19 | -20.56 | 7605.10 | RGWCD |
| 8/13/19 | -19.98 | 7604.50 | RGWCD |
| 9/12/19 | -21.12 | 7605.60 | RGWCD |
| 10/9/19 | -21.93 | 7606.40 | RGWCD |

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|---|---|---|--------------------------------------|
| 11/20/19 | -26.30 | 7610.80 | RGWCD |
| 12/10/19 | -28.14 | 7612.60 | RGWCD |
| 1/17/20 | -31.25 | 7615.70 | RGWCD |
| 2/19/20 | -31.28 | 7615.77 | RGWCD |
| 3/24/20 | -29.95 | 7614.44 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 375009106021001, NA04200931CCC, RGWCD SAG 11 | | | |
| SAG 11 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 1350.0 | 37.83583318 N | 106.03668950 W | 7582.21 |
| Confined Aquifer | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/19 | No Measurement | - | RGWCD |
| 2/22/19 | -30.47 | 7611.70 | RGWCD |
| 3/12/19 | -30.34 | 7611.50 | RGWCD |
| 4/12/19 | -19.93 | 7601.10 | RGWCD |
| 5/14/19 | -19.43 | 7600.60 | RGWCD |
| 6/13/19 | -17.72 | 7598.90 | RGWCD |
| 7/16/19 | -13.68 | 7594.90 | RGWCD |
| 8/14/19 | -15.05 | 7596.30 | RGWCD |
| 9/16/19 | -15.23 | 7596.40 | RGWCD |
| 10/9/19 | -16.88 | 7598.10 | RGWCD |
| 11/20/19 | -26.92 | 7608.10 | RGWCD |
| 12/13/19 | -25.93 | 7607.10 | RGWCD |
| 1/21/20 | -26.51 | 7607.70 | RGWCD |
| 2/21/20 | -28.50 | 7609.71 | RGWCD |
| 3/26/20 | -30.13 | 7611.34 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 374915106013001, NA04100906DCD, RGWCD SAG 17 | | | |
| SAG 17 | | | |

| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
|-------------------------------------|---|---|--------------------------------------|
| 700.0 | 37.82111088 N | 106.02557830 W | 7583.18 |
| Confined Aquifer | | | |
| | | | |
| Date | Artesian Pressure Head Below Ground (ft.)* | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/19 | No Measurement | - | RGWCD |
| 2/22/19 | -21.86 | 7605.00 | RGWCD |
| 3/12/19 | -21.61 | 7604.70 | RGWCD |
| 4/12/19 | -20.74 | 7603.90 | RGWCD |
| 5/14/19 | -18.93 | 7602.10 | RGWCD |
| 6/13/19 | -19.12 | 7602.20 | RGWCD |
| 7/16/19 | -18.14 | 7601.30 | RGWCD |
| 8/14/19 | -16.10 | 7599.20 | RGWCD |
| 9/16/19 | -15.95 | 7599.10 | RGWCD |
| 10/9/19 | -18.38 | 7601.50 | RGWCD |
| 11/20/19 | -20.32 | 7603.50 | RGWCD |
| 12/13/19 | -21.39 | 7604.50 | RGWCD |
| 1/21/20 | -21.10 | 7604.20 | RGWCD |
| 2/20/20 | -20.35 | 7603.48 | RGWCD |
| 3/26/20 | -22.85 | 7605.98 | RGWCD |
| *Preliminary Measurement | | | |
| USGS 373450105592901, NA03900933ABA | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 86.0 | 37.58871896 N | 105.98975942 W | 7593.61 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/17 | 10.29 | 7583.32 | USGS |
| 1/30/18 | 8.6 | 7585.01 | USGS |
| 1/15/19 | 10.92 | 7582.69 | USGS |

| USGS 373820105541501, NA03901008ABB | | | |
|---|--|---|--------------------------------------|
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 104.0 | 37.64725136 N | 105.90088300 W | 7567.84 |
| Confined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/17 | 11.43 | 7556.41 | USGS |
| 1/30/18 | 11.24 | 7556.6 | USGS |
| 1/15/19 | 14.77 | 7553.07 | USGS |
| USGS 373855105490901, NA03901001DDD1 | | | |
| EW-32U | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 45.0 | 37.64852484 N | 105.81991496 W | 7542.15 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/15/19 | 8.08 | 7534.07 | USBR |
| 2/15/19 | 8.06 | 7534.09 | USBR |
| 3/15/19 | 7.94 | 7534.21 | USBR |
| 4/15/19 | 7.87 | 7534.28 | USBR |
| 5/15/19 | 7.75 | 7534.40 | USBR |
| 6/15/19 | 7.65 | 7534.50 | USBR |
| 7/15/19 | 7.06 | 7535.09 | USBR |
| 8/15/19 | 7.03 | 7535.12 | USBR |
| 9/15/19 | 7.10 | 7535.05 | USBR |
| 10/4/19 | 7.11 | 7535.04 | USBR |
| 11/15/19 | 7.07 | 7535.08 | USBR |
| 12/15/19 | 7.01 | 7535.14 | USBR |
| 1/15/20 | 7.04 | 7535.11 | USBR |
| 2/10/20 | 7.04 | 7535.11 | 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) |
| 1/15/19 | 8.93 | 7533.22 | USBR |
| 2/15/19 | 8.86 | 7533.29 | USBR |
| 3/15/19 | 8.70 | 7533.45 | USBR |
| 4/15/19 | 8.55 | 7533.60 | USBR |
| 5/15/19 | 8.36 | 7533.79 | USBR |
| 6/15/19 | 9.74 | 7532.41 | USBR |
| 7/15/19 | 9.29 | 7532.86 | USBR |
| 8/15/19 | 8.90 | 7533.25 | USBR |
| 9/15/19 | 9.03 | 7533.12 | USBR |
| 10/4/19 | 10.33 | 7531.82 | USBR |
| 10/15/19 | 9.97 | 7532.18 | USBR |
| 11/15/19 | 8.67 | 7533.48 | USBR |
| 12/15/19 | 8.24 | 7533.91 | USBR |
| 1/15/20 | 8.04 | 7534.11 | USBR |
| 2/10/20 | 7.91 | 7534.24 | USBR |
| USGS 373950105534001, NA04001033BCB | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 135.0 | 37.67158430 N | 105.89138270 W | 7562.85 |
| Confined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/17 | 12.42 | 7550.43 | USGS |

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|---|-----------------------------------|------------------------------------|--------------------------------------|
| 1/30/18 | 12.44 | 7550.41 | USGS |
| 1/15/19 | 15.37 | 7547.48 | USGS |
| USGS 374002106021401, NA04000931BBC | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 86.0 | 37.67227880 N | 106.03871950 W | 7616.29 |
| Unconfined Aquifer | | | |
| | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| Date | | | |
| 1/30/17 | 24.66 | 7591.63 | USGS |
| 1/30/18 | 22.79 | 7593.5 | USGS |
| 1/15/19 | 26.47 | 7589.82 | USGS |
| USGS 374110105565501, NA04000924CCC | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 62.0 | 37.69111165 N | 105.94621710 W | 7579.96 |
| Unconfined Aquifer | | | |
| | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| Date | | | |
| 1/21/16 | No Measurement | - | USGS |
| USGS 374224105493901, NA04001024BAA1 | | | |
| EW-33U | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 45.0 | 37.70649518 N | 105.82779667 W | 7545.29 |
| Unconfined Aquifer | | | |
| | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| Date | | | |
| 1/15/19 | 22.92 | 7522.37 | USBR |

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|---|--|---|--------------------------------------|
| 2/15/19 | 22.78 | 7522.51 | USBR |
| 3/15/19 | 22.64 | 7522.65 | USBR |
| 4/15/19 | 22.48 | 7522.81 | USBR |
| 5/15/19 | 22.45 | 7522.84 | USBR |
| 6/15/19 | 22.49 | 7522.80 | USBR |
| 7/15/19 | 22.98 | 7522.31 | USBR |
| 7/30/19 | 23.17 | 7522.12 | USBR |
| 8/15/19 | 23.24 | 7522.05 | USBR |
| 9/15/19 | 23.43 | 7521.86 | USBR |
| 10/15/19 | 23.40 | 7521.89 | USBR |
| 11/15/19 | 23.06 | 7522.23 | USBR |
| 12/15/19 | 22.83 | 7522.46 | USBR |
| 1/15/20 | 22.64 | 7522.65 | USBR |
| 2/10/20 | 22.48 | 7522.81 | USBR |
| USGS 374224105493902, NA04001024BAA2 | | | |
| EW-33C | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 152.0 | 37.70649518 N | 105.82779667 W | 7545.29 |
| Confined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/15/19 | 21.41 | 7523.61 | USBR |
| 2/15/19 | 21.09 | 7523.88 | USBR |
| 3/15/19 | 21.04 | 7524.20 | USBR |
| 4/15/19 | 21.41 | 7524.25 | USBR |
| 5/15/19 | 20.99 | 7523.88 | USBR |
| 6/15/19 | 23.85 | 7524.30 | USBR |
| 7/15/19 | 28.04 | 7521.44 | USBR |
| 7/30/19 | 30.89 | 7517.25 | USBR |
| 8/15/19 | 27.15 | 7514.40 | USBR |
| 9/15/19 | 25.74 | 7518.14 | USBR |
| 10/15/19 | 22.46 | 7519.55 | USBR |
| 11/15/19 | 21.61 | 7522.83 | USBR |

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| 12/15/19 | 21.17 | 7523.68 | USBR |
| 1/15/20 | 20.93 | 7524.12 | USBR |
| 2/10/20 | 20.66 | 7524.36 | USBR |
| USGS 374315105513001, NA04001011CBB | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 84.0 | 37.72800006 N | 105.85457610 W | 7550.86 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/21/16 | No Measurement | - | USGS |
| USGS 374407105511601, NA04001010AAA1 | | | |
| EW-35U | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 45.0 | 37.73525282 N | 105.85502763 W | 7548.76 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/15/19 | 20.34 | 7528.42 | USBR |
| 2/15/19 | 20.22 | 7528.54 | USBR |
| 3/15/19 | 20.15 | 7528.61 | USBR |
| 4/15/19 | 20.06 | 7528.70 | USBR |
| 5/15/19 | 19.94 | 7528.82 | USBR |
| 6/15/19 | 18.72 | 7530.04 | USBR |
| 7/15/19 | 18.58 | 7530.18 | USBR |
| 8/8/19 | 19.31 | 7529.45 | USBR |
| 8/15/19 | 19.41 | 7529.35 | USBR |
| 9/15/19 | 19.74 | 7529.02 | USBR |
| 10/15/19 | 19.53 | 7529.23 | USBR |
| 11/15/19 | 19.22 | 7529.54 | USBR |

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|---|--|---|--------------------------------------|
| 12/15/19 | 18.94 | 7529.82 | USBR |
| 1/15/20 | 18.74 | 7530.02 | USBR |
| 2/10/20 | 18.60 | 7530.16 | USBR |
| USGS 374407105511602, NA04001010AAA2 | | | |
| EW-35C | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 130.0 | 37.73525282 N | 105.85502763 W | 7548.76 |
| Confined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/15/19 | 20.15 | 7528.61 | USBR |
| 2/15/19 | 20.04 | 7528.72 | USBR |
| 3/15/19 | 20.04 | 7528.72 | USBR |
| 4/15/19 | 20.11 | 7528.65 | USBR |
| 5/15/19 | 20.03 | 7528.73 | USBR |
| 6/15/19 | 20.25 | 7528.51 | USBR |
| 7/15/19 | 26.38 | 7522.38 | USBR |
| 8/8/19 | 28.59 | 7520.17 | USBR |
| 8/15/19 | 24.01 | 7524.75 | USBR |
| 9/15/19 | 22.26 | 7526.50 | USBR |
| 10/15/19 | 20.34 | 7528.42 | USBR |
| 11/15/19 | 18.8 | 7529.96 | USBR |
| 12/15/19 | 18.57 | 7530.19 | USBR |
| 1/15/20 | 18.49 | 7530.27 | USBR |
| 2/10/20 | 18.43 | 7530.33 | 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) |
|---|-----------------------------------|------------------------------------|-------------------------------|
| 2/1/17 | 15.24 | 7608.1 | USGS |
| 2/7/18 | 12.73 | 7610.61 | USGS |
| 2/8/19 | 18.57 | 7604.77 | USGS |
| USGS 373828106071502, NA03900808ABB2 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 54.0 | 37.64708002 N | 106.12105186 W | 7660.77 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 2/1/17 | 22.50 | 7638.27 | USGS |
| 2/7/18 | 19.10 | 7641.67 | USGS |
| 2/7/19 | 25.34 | 7635.43 | USGS |
| USGS 373830106094001, NA03900712BAB | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 42396.0 | 26.59 | 7667.79 | USGS |
| 43159.0 | 23.51 | 7670.87 | USGS |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/27/16 | 26.59 | 7667.79 | USGS |
| 3/29/17 | 24.75 | 7669.63 | Divide Study |
| 2/7/18 | 20.99 | 7673.39 | USGS |
| 2/28/18 | 23.51 | 7670.87 | USGS |
| 2/7/19 | 32.06 | 7662.32 | USGS |
| USGS 373920106113001, NA03900703ABB | | | |

| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
|---|--|---|--------------------------------------|
| 100.0 | 37.66029452 N | 106.19497384 W | 7726.4 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 2/1/17 | 33.49 | 7692.91 | USGS |
| 2/7/18 | 31.25 | 7695.15 | USGS |
| 2/7/19 | 44.07 | 7682.33 | USGS |
| USGS 373924106084801, NA03900806BBB | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 14.0 | 37.66108539 N | 106.14822280 W | 7684.6 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 2/1/17 | 12.47 | 7672.13 | USGS |
| 2/7/18 | 12.39 | 7672.21 | USGS |
| 2/7/19 | 12.6 | 7672.00 | USGS |
| USGS 374032106060202, NA04000828DBB2 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 42767.0 | 32.63 | 7618.87 | USGS |
| 43138.0 | 28.15 | 7623.35 | USGS |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/27/16 | 34.65 | 7616.85 | USGS |
| 2/1/17 | 32.63 | 7618.87 | USGS |
| 2/7/18 | 28.15 | 7623.35 | USGS |

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|---|--|---|--------------------------------------|
| 2/7/19 | 34.23 | 7617.27 | USGS |
| USGS 374245106025501, NA04000813ABB1 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 60.0 | 37.71902825 N | 106.04766400 W | 7616.34 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 2/1/17 | 28.05 | 7588.29 | USGS |
| 2/7/18 | 27.45 | 7589.29 | USGS |
| 2/7/19 | 30.72 | 7585.62 | USGS |
| USGS 374305106163701, NA04000614AAA | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 21.0 | 37.7191413 | 106.279449 | 7798.67 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/30/13 | 20.52 | 7778.15 | USGS |
| 2/1/17 | 20.8 | 7777.87 | USGS |
| USGS 374350106025001, NA04000801DCC | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 70.0 | 37.73397250 N | 106.04746950 W | 7616.35 |
| Unconfined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 2/1/17 | 27.83 | 7588.52 | USGS |
| 2/7/18 | 28.02 | 7588.33 | USGS |

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|---|--|---|--------------------------------------|
| 2/7/19 | 31.22 | 7585.13 | USGS |
| USGS 374415106063002, NA04000804BCC2 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 90.0 | 37.74166749 N | 106.11188800 W | 7645.53 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 2/1/17 | 39.71 | 7605.82 | USGS |
| 2/7/18 | 37.76 | 7607.77 | USGS |
| 2/7/19 | 41.53 | 7604.00 | USGS |
| USGS 374549105540201, NA04101032ABB1 | | | |
| EW-40U | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 45.0 | 37.76367186 N | 105.90050172 W | 7555.25 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/15/19 | 28.58 | 7526.67 | USBR |
| 2/15/19 | 28.49 | 7526.76 | USBR |
| 3/15/19 | 28.41 | 7526.84 | USBR |
| 4/15/19 | 28.19 | 7527.06 | USBR |
| 5/15/19 | 28.15 | 7527.10 | USBR |
| 6/15/19 | 28.29 | 7526.96 | USBR |
| 7/15/19 | 28.61 | 7526.64 | USBR |
| 8/4/19 | 29.06 | 7526.19 | USBR |
| 8/15/19 | 29.12 | 7526.13 | USBR |
| 9/15/19 | 29.66 | 7525.59 | USBR |
| 10/15/19 | 29.41 | 7525.84 | USBR |
| 11/15/19 | 29.34 | 7525.91 | USBR |
| 12/15/19 | 29.11 | 7526.14 | USBR |

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|---|--|---|--------------------------------------|
| 1/15/20 | 28.87 | 7526.38 | USBR |
| 2/11/20 | 28.75 | 7526.50 | 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) |
| 1/15/19 | 28.19 | 7527.06 | USBR |
| 2/15/19 | 28.12 | 7527.13 | USBR |
| 3/15/19 | 27.98 | 7527.27 | USBR |
| 4/15/19 | 27.91 | 7527.34 | USBR |
| 5/15/19 | 27.91 | 7527.34 | USBR |
| 6/15/19 | 29.99 | 7525.26 | USBR |
| 7/15/19 | 33.31 | 7521.94 | USBR |
| 8/4/19 | 36.42 | 7518.83 | USBR |
| 8/15/19 | 33.36 | 7521.89 | USBR |
| 9/15/19 | 30.86 | 7524.39 | USBR |
| 10/15/19 | 29.59 | 7525.66 | USBR |
| 11/15/19 | 29.05 | 7526.20 | USBR |
| 12/15/19 | 28.61 | 7526.64 | USBR |
| 1/15/20 | 28.38 | 7526.87 | USBR |
| 2/11/20 | 28.18 | 7527.07 | 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) |

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|---|--|---|--------------------------------------|
| 2/1/17 | 28.59 | 7562.62 | USGS |
| 2/1/18 | 29.54 | 7561.67 | USGS |
| 2/7/19 | 33.36 | 7557.85 | USGS |
| USGS 374725106053003, NA04100815CCC3 | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 95.0 | 37.79202820 N | 106.09330340 W | 7622.46 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 2/1/17 | 32.93 | 7589.53 | USGS |
| 2/1/18 | 32.44 | 7590.02 | USGS |
| 2/7/19 | 35.71 | 7586.75 | USGS |
| USGS 374734105543501, NA04101018DDD1 | | | |
| EW-41U | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 45.0 | 37.79284300 N | 105.91032426 W | 7554.95 |
| Unconfined Aquifer | | | |
| | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/15/19 | 35.02 | 7519.93 | USBR |
| 2/15/19 | 34.79 | 7520.16 | USBR |
| 3/15/19 | 34.57 | 7520.38 | USBR |
| 4/15/19 | 34.29 | 7520.66 | USBR |
| 5/15/19 | 34.10 | 7520.85 | USBR |
| 6/15/19 | 34.34 | 7520.61 | USBR |
| 7/15/19 | 35.15 | 7519.80 | USBR |
| 8/3/19 | 35.87 | 7519.08 | USBR |
| 9/15/19 | 36.41 | 7518.54 | USBR |
| 10/15/19 | 36.11 | 7518.84 | USBR |
| 11/15/19 | 35.73 | 7519.22 | USBR |

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|---|--|---|--------------------------------------|
| 12/15/19 | 35.39 | 7519.56 | USBR |
| 1/15/20 | 35.07 | 7519.88 | USBR |
| 2/11/20 | 34.75 | 7520.20 | 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) |
| 1/15/19 | 34.20 | 7520.75 | USBR |
| 2/15/19 | 33.92 | 7521.03 | USBR |
| 3/15/19 | 33.71 | 7521.24 | USBR |
| 4/15/19 | 33.62 | 7521.33 | USBR |
| 5/15/19 | 35.24 | 7519.71 | USBR |
| 6/15/19 | 37.59 | 7517.36 | USBR |
| 7/15/19 | 38.74 | 7516.21 | USBR |
| 8/3/19 | 39.55 | 7515.40 | USBR |
| 8/15/19 | 37.69 | 7517.26 | USBR |
| 9/15/19 | 35.62 | 7519.33 | USBR |
| 10/15/19 | 35.30 | 7519.65 | USBR |
| 11/15/19 | 34.92 | 7520.03 | USBR |
| 12/15/19 | 34.61 | 7520.34 | USBR |
| 1/15/20 | 34.35 | 7520.60 | USBR |
| 2/11/20 | 34.13 | 7520.82 | USBR |
| USGS 374918105561401, NA04100901DCD1 | | | |
| EW-48U | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 45.0 | 37.82160275 N | 105.93785390 W | 7559.88 |
| Unconfined Aquifer | | | |

| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
|---|-----------------------------------|------------------------------------|-------------------------------|
| 1/15/19 | 41.44 | 7518.44 | USBR |
| 2/15/19 | 41.35 | 7518.53 | USBR |
| 3/15/19 | 41.19 | 7518.69 | USBR |
| 4/15/19 | 41.01 | 7518.87 | USBR |
| 5/15/19 | 40.91 | 7518.97 | USBR |
| 6/15/19 | 41.15 | 7518.73 | USBR |
| 7/15/19 | 41.64 | 7518.24 | USBR |
| 8/15/19 | 42.19 | 7517.69 | USBR |
| 9/15/19 | 42.66 | 7517.22 | USBR |
| 10/15/19 | 42.95 | 7516.93 | USBR |
| 11/15/19 | 42.87 | 7517.01 | USBR |
| 12/15/19 | 42.69 | 7517.19 | USBR |
| 1/15/20 | 42.50 | 7517.38 | USBR |
| 2/10/20 | 42.32 | 7517.56 | USBR |
| USGS 374918105561402, NA04100901DCD2 | | | |
| EW-48C | | | |
| Well Depth (ft.) | Latitude (NAD83) | Longitude (NAD83) | Ground Elevation (ft. NAVD88) |
| 120.0 | 37.82160275 N | 105.93785390 W | 7559.88 |
| Confined Aquifer | | | |
| Date | Depth to Water Below Ground (ft.) | Water Level Elevation (ft. NAVD88) | Data Source(s) |
| 1/15/19 | 41.23 | 7518.65 | USBR |
| 2/15/19 | 41.08 | 7518.8 | USBR |
| 3/15/19 | 40.81 | 7519.07 | USBR |
| 4/15/19 | 40.54 | 7519.34 | USBR |
| 5/15/19 | 40.64 | 7519.24 | USBR |
| 6/15/19 | 41.33 | 7518.55 | USBR |
| 7/15/19 | 41.90 | 7517.98 | USBR |
| 8/15/19 | 42.60 | 7517.28 | USBR |
| 9/15/19 | 43.25 | 7516.63 | USBR |

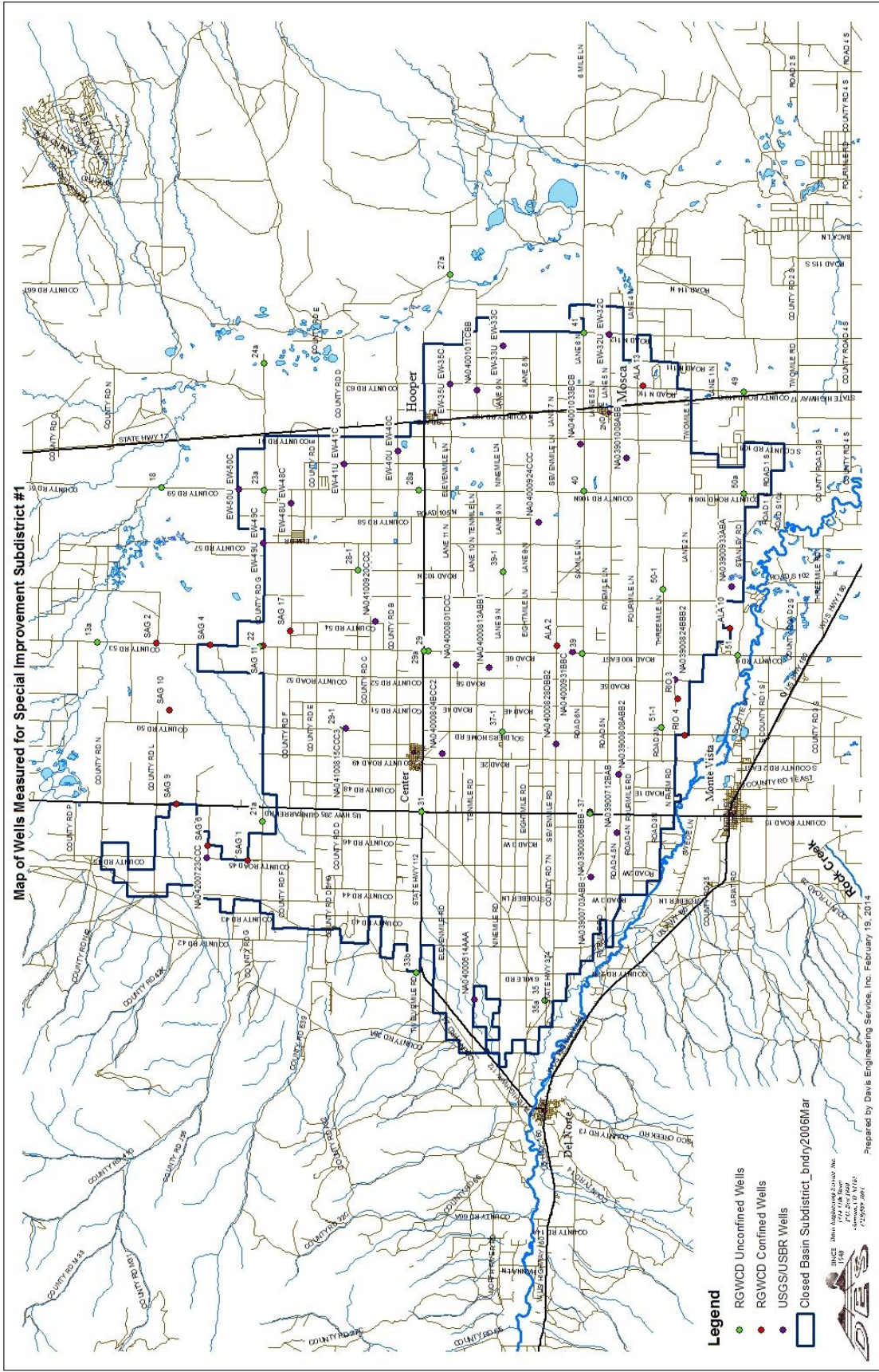
| | | | |
|---|--|---|--------------------------------------|
| 10/15/19 | 42.94 | 7516.94 | USBR |
| 11/15/19 | 42.64 | 7517.24 | USBR |
| 12/15/19 | 42.47 | 7517.41 | USBR |
| 1/15/20 | 42.10 | 7517.78 | USBR |
| 2/10/20 | 41.86 | 7518.02 | USBR |
| USGS 375011105575401, NA04200934DDD1 | | | |
| EW-49U | | | |
| 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) |
| 1/15/19 | 28.54 | 7531.69 | USBR |
| 2/15/19 | 28.29 | 7531.94 | USBR |
| 3/15/19 | 28.06 | 7532.17 | USBR |
| 4/15/19 | 27.81 | 7532.42 | USBR |
| 5/15/19 | 27.72 | 7532.51 | USBR |
| 6/15/19 | 27.93 | 7532.30 | USBR |
| 7/15/19 | 28.57 | 7531.66 | USBR |
| 8/15/19 | 29.41 | 7530.82 | USBR |
| 9/15/19 | 29.92 | 7530.31 | USBR |
| 10/15/19 | 29.74 | 7530.49 | USBR |
| 11/15/19 | 29.45 | 7530.78 | USBR |
| 12/15/19 | 29.09 | 7531.14 | USBR |
| 1/15/20 | 28.89 | 7531.34 | USBR |
| 2/10/20 | 28.66 | 7531.57 | 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) |
|---|-----------------------------------|------------------------------------|--------------------------------------|
| 1/15/19 | 28.48 | 7531.75 | USBR |
| 2/15/19 | 28.24 | 7531.99 | USBR |
| 3/15/19 | 28.04 | 7532.19 | USBR |
| 4/15/19 | 27.80 | 7532.43 | USBR |
| 5/15/19 | 27.66 | 7532.57 | USBR |
| 6/15/19 | 28.50 | 7531.73 | USBR |
| 7/15/19 | 29.28 | 7530.95 | USBR |
| 8/15/19 | 30.05 | 7530.18 | USBR |
| 8/29/19 | 30.58 | 7529.65 | USBR |
| 9/15/19 | 30.21 | 7530.02 | USBR |
| 10/15/19 | 29.76 | 7530.47 | USBR |
| 11/15/19 | 29.43 | 7530.80 | USBR |
| 12/15/19 | 29.07 | 7531.16 | USBR |
| 1/15/20 | 28.85 | 7531.38 | USBR |
| 2/10/20 | 28.62 | 7531.61 | 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) |
| 1/15/19 | 32.75 | 7518.18 | USBR |
| 2/15/19 | 32.55 | 7518.38 | USBR |
| 3/15/19 | 32.35 | 7518.58 | USBR |
| 4/15/19 | 32.12 | 7518.81 | USBR |
| 5/15/19 | 31.98 | 7518.95 | USBR |
| 6/15/19 | 32.16 | 7518.77 | USBR |
| 7/15/19 | 32.70 | 7518.23 | USBR |
| 8/4/19 | 33.17 | 7517.76 | USBR |

| | | | |
|---|--|---|--------------------------------------|
| 8/15/19 | 33.41 | 7517.52 | USBR |
| 9/15/19 | 33.71 | 7517.22 | USBR |
| 10/15/19 | 33.62 | 7517.31 | USBR |
| 11/15/19 | 33.39 | 7517.54 | USBR |
| 12/15/19 | 33.22 | 7517.71 | USBR |
| 1/15/20 | 32.97 | 7517.96 | USBR |
| 2/10/20 | 32.79 | 7518.14 | 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) |
| 1/15/19 | 30.76 | 7520.17 | USBR |
| 2/15/19 | 30.43 | 7520.5 | USBR |
| 3/15/19 | 30.13 | 7520.8 | USBR |
| 4/15/19 | 30.02 | 7520.91 | USBR |
| 5/15/19 | 32.58 | 7518.35 | USBR |
| 6/15/19 | 36.29 | 7514.64 | USBR |
| 7/15/19 | 39.74 | 7511.19 | USBR |
| 8/4/19 | 42.15 | 7508.78 | USBR |
| 8/15/19 | 37.12 | 7513.81 | USBR |
| 9/15/19 | 33.17 | 7517.76 | USBR |
| 10/15/19 | 32.68 | 7518.25 | USBR |
| 11/15/19 | 32.25 | 7518.68 | USBR |
| 12/15/19 | 31.43 | 7519.5 | USBR |
| 1/15/20 | 31.14 | 7519.79 | USBR |
| 2/10/20 | 30.88 | 7520.05 | 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) |
| 2/1/17 | 20.6 | 7625.01 | USGS |
| 2/7/18 | 20.44 | 7625.17 | USGS |
| 2/7/19 | 25.90 | 7619.71 | USGS |
| | | | |

Map of Wells Measured for Special Improvement Subdistrict #1



Legend

- RGWCD Unconfined Wells
- RGWCD Confined Wells
- USGS/USBR Wells
- Closed Basin Subdistrict_bndry2006Mar

INCE (Northwest Indiana Council of Engineers)
 1140
 212 West Main
 Hammond, IN 46324
 (219) 938-1000

Davis Engineering Service, Inc.
 1000 Creek Road
 Ellettsville, IN 47120
 (317) 835-1000

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

Appendix K

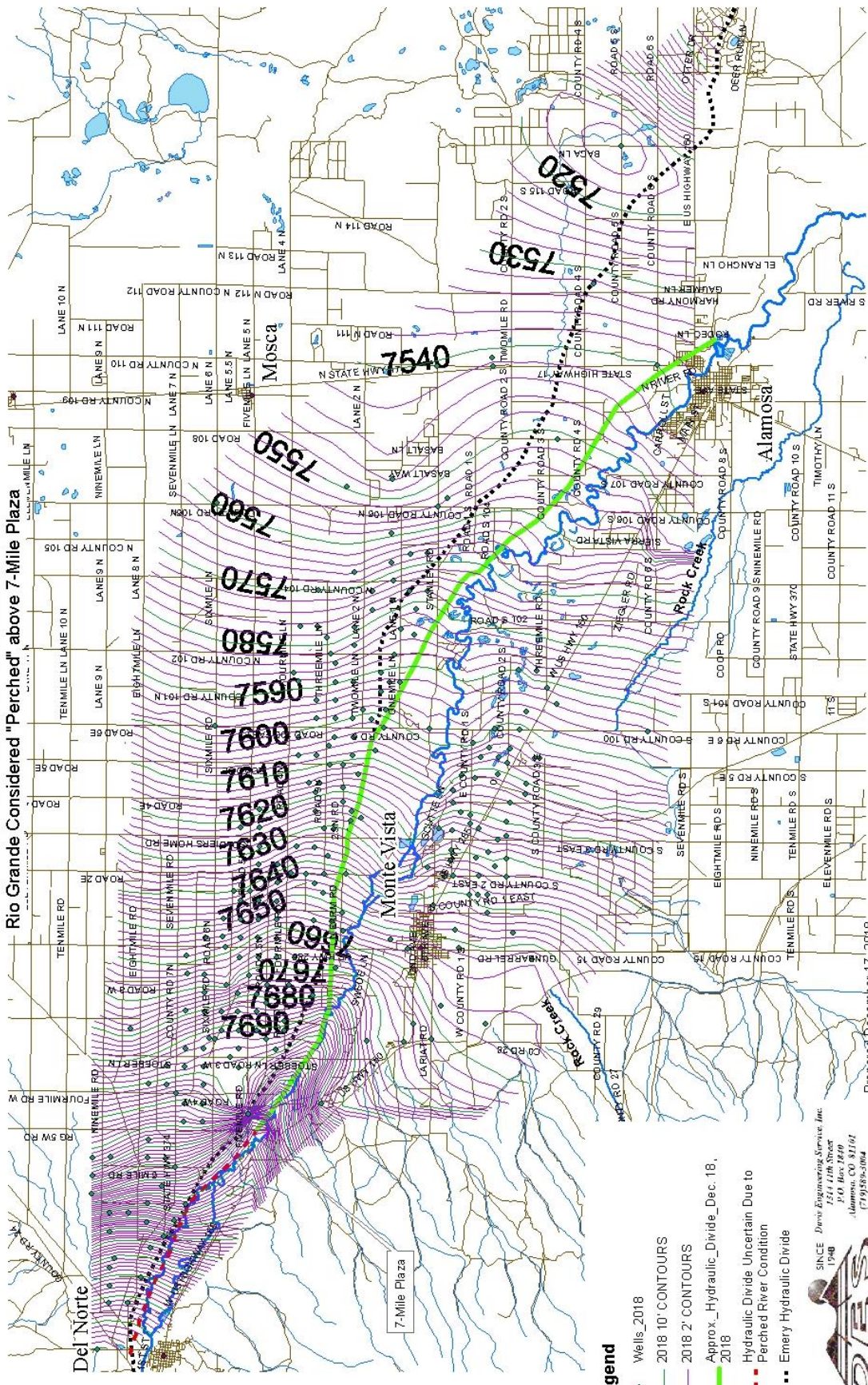
Hydraulic Divide Study

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

Appendix K contains maps showing the results of groundwater measurements collected during spring 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 2019 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.

MAPS OF HYDRAULIC DIVIDE SHOWING GROUNDWATER CONTOURS AND FLOW VECTORS PREPARED FROM SPRING 2018 WELL MEASUREMENTS

Groundwater Contours in an Area of the San Luis Valley, Colorado
From 2018 Measurements



Legend

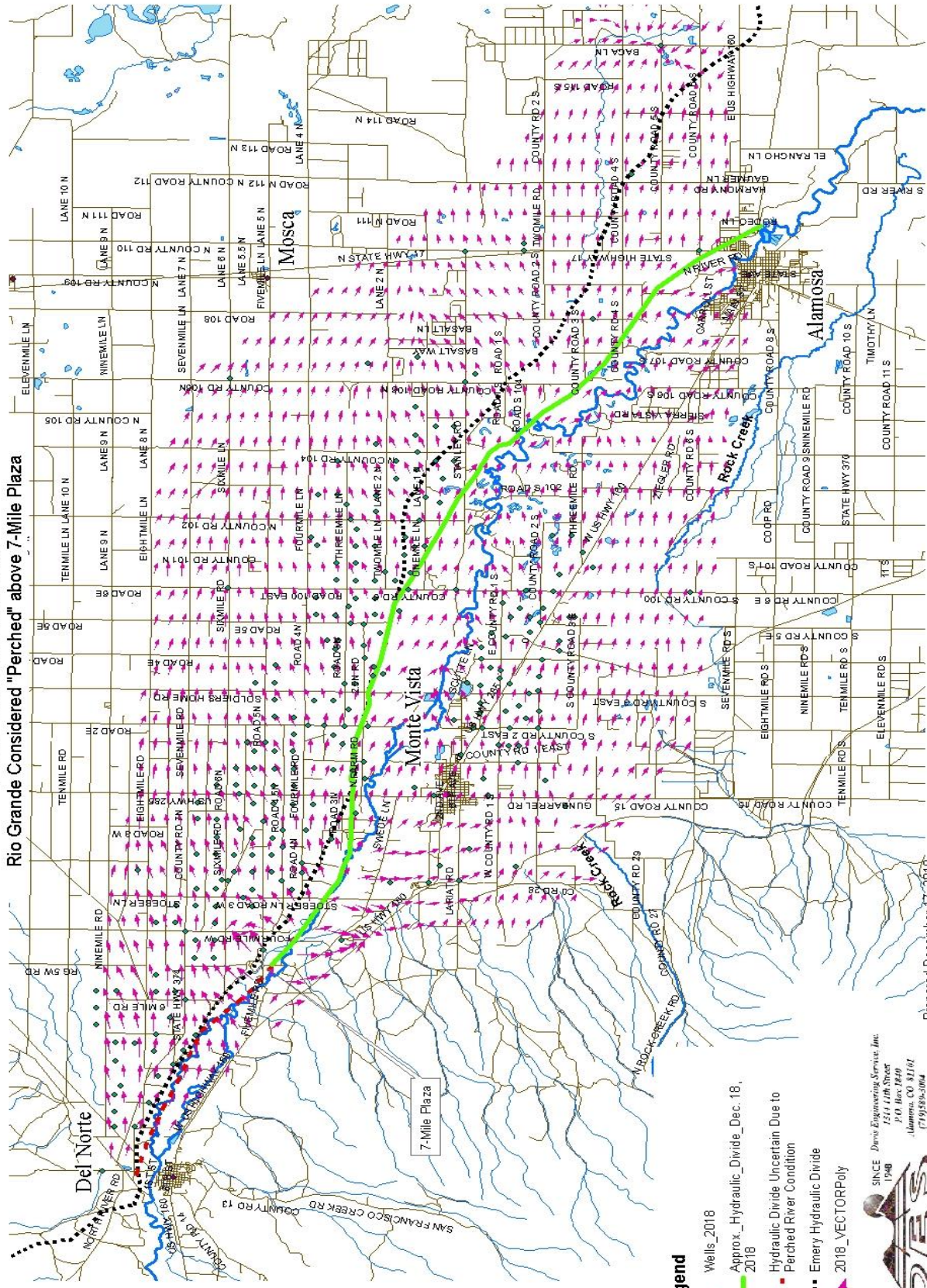
- Wells_2018
- 2018 10' CONTOURS
- 2018 2' CONTOURS
- Approx. Hydraulic_Divide_Dec. 18, 2018
- Hydraulic Divide Uncertain Due to
- Perched River Condition
- Emery Hydraulic Divide

SINCE 1948
DERS
DERS Engineering Service, Inc.
2501 1/2th Street
Alamosa, CO 81801
(719)586-2004

Prepared December 17, 2018

Groundwater Contours in an Area of the San Luis Valley, Colorado From 2018 Measurements

Rio Grande Considered "Perched" above 7-Mile Plaza



- Legend**
- ◆ Wells_2018
 - Approx. Hydraulic Divide, Dec. 18, 2018
 - Hydraulic Divide Uncertain Due to Perched River Condition
 - ◆◆◆ Emery Hydraulic Divide
 - ◆ 2018_VECTORPoly

SINCE 1948
 Davis Engineering Service, Inc.
 1511 14th Street
 P.O. Box 2840
 Alamosa, CO 81101
 (719) 889-3004



Prepared December 17, 2018

**Appendix L
CREP Parcels in Subdistrict – Permanent**

| Allowed for 2020 ARP | Section | | | | | | Current Year Diversions |
|-------------------------|--|---------------------|---------------------|---------------------|--------|--|-------------------------|
| CREP - Permanent | Description of eligibility for 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. | | | | | | |
| Contract Identifier | 8.1 Appendix L | Legal Description | Contract Term (yrs) | First/Last Contract | Acres | Water Rights | 2019 (af) |
| ALA #6 | | SW 24-39-9 | Permanent | 15 | 126 | 2005950,2005951,2005955 | 0 |
| ALA #15 | | SW 31-39-10 | Permanent | 15 | 67 | SLVC 51.00 2014274,2014107,2005512,2005448 | 0 |
| ALA #3 | | NE 8-40-10 | Permanent | 15 | 124.9 | SLVC 52.00 2013956 | 0 |
| ALA #7 | | NE 6-38-10 | Permanent | 15 | 119.5 | SLVID 155.00 2014091,2006322,2006321,2014092 | 0 |
| ALA #8 | | SE 6-38-10 | Permanent | 15 | 119.2 | SLVC 75.00 2006327,2006328 | 0 |
| ALA #9 | | SW 6-38-10 | Permanent | 15 | 121.1 | SLVC 75.00 2006325,2006326 | 0 |
| ALA #10 | | NE 8-38-10 | Permanent | 15 | 118.1 | 2006332, 2006331 | 0 |
| ALA #12 | | NE 7-39-11 | Permanent | 15 | 122.8 | 2006684,2006685,2006686 | 0 |
| ALA#17 | | SE 8-40-10 | Permanent | 15 | 118.6 | Prairie 2.00 2005098 | 0 |
| ALA#18 | | SW 8-40-10 | Permanent | 15 | 122 | SLVID 149.00 2008177,2008178, 2013955 | 0 |
| SAG #6 | | NE 23-42-7 | Permanent | 15 | 114.1 | SLVID 160.00 2705248 | 0 |
| ALA#22 | | SE 24-39-9 | Permanent | 15 | 121 | RGC 5.00 2006005,2006656,2005171,2006655 | 0 |
| ALA#23 | | NW 6-38-10 | Permanent | 15 | 124.66 | SLVC 26.00 2006323,2006324,2014088 | 0 |
| ALA#25 | | SE 25-39-9 | Permanent | 15 | 80 | 2008223,2008224,2008225,2014054 | 0 |
| ALA#26 | | NW 1/4 20-39-10 | Permanent | 15 | 110 | SLVC 50.00 2005476, 2005537, 2005538, 2014266 | 0 |
| ALA#27 | | NE 1/4 20-39-10 | Permanent | 15 | 110 | 2005769,2005770,2005771,2014270,46341-F | 0 |
| ALA#28 | | SE 1/4 20-39-10 | Permanent | 15 | 110 | 2005766,2005767,2005768,2014267,2014268 | 0 |
| ALA#29 | | NE 1/4 3-39-9 | Permanent | 15 | 92.9 | 2008439 | 0 |
| ALA#30 | | NW 1/4 3-39-9 | Permanent | 15 | 122.3 | 2009992 | 0 |
| ALA#31 | | SW 1/4 3-39-9 | Permanent | 15 | 94 | 2008440, 2008441 | 0 |
| RG #4 | | N 1/2 N 1/2 23-39-8 | Permanent | 15 | 149.8 | 2005121, 2008772 | 0 |
| ALA#32 | | SE 1/4 23-39-9 | Permanent | 15 | 123 | RGC 20 2009197, 2014045, 2014046 | 0 |
| ALA#33 | | NE 1/4 24-39-9 | Permanent | 15 | 126 | 2006003, 2006004, 2006653, 2006654, 2014311 | 0 |
| ALA#34 | | NW 1/4 24-39-9 | Permanent | 15 | 126 | 2005952, 2005953, 2005954 | 0 |
| ALA#38 | | SE 5-38-10 | Permanent | 15 | 121.3 | 2006335, 2006336, 2014086, 2014087 | 0 |
| ALA#39 | | NE 5-38-10 | Permanent | 15 | 120.5 | 2006337, 2006338, 2014081, 2014082 | 0 |
| SAG #32 | | NE 23-41-7 | Permanent | 15 | 120.0 | 2705347, 2706258 | 105 |
| Total | | | | | | | 3,124.76 |

CREP Parcels in Subdistrict – Temporary

| CREP - Temporary | Description of eligibility for program: See "CREP - Permanent" description | | | | | | |
|------------------------|--|------------------------------------|---------------------|---------------------|--------|----------------------------------|-----------|
| Contract Identifier | 8.1 Appendix L | Legal Description | Contract Term (yrs) | First/Last Contract | Acres | Water Rights | 2019 (af) |
| ALA#2 | | NW 23-39-9 | Temporary | 15 | 120 | 2005642,2005643, 2014474 | 0 |
| | | | | | | SLVC61.00 | |
| ALA#11 | | NW 12-40-10 | Temporary | 15 | 121.5 | 2006153,2013962 | 0 |
| | | | | | | SLVC 84.00 | |
| RG#1 | | NW 6-40-8 | Temporary | 15 | 130 | 2006478,2008677,2008678, 2012887 | 0 |
| | | | | | | RGC 10.00 | |
| RG#2 | | SE 10-39-9 | Temporary | 15 | 120.4 | 2005857,2008391 | 0 |
| SAG#1 | | NW 9-41-8 | Temporary | 15 | 144 | 2705519, 2706148 | 0 |
| | | | | | | SLVID 160.00 | |
| SAG#2 | | NE 9-41-8 | Temporary | 15 | 144 | 2705126 | 0 |
| | | | | | | SLVID 160.00 | |
| SAG#3 | | S1/2 NE, NE NE 15-41-7, NW 14-41-7 | Temporary | 15 | 210 | 2705342,2706196, 2706195 | 0 |
| SAG#4 | | S 1/2 NW 15-41-7 | Temporary | 15 | 60 | 2705341, 2706195 | 0 |
| ALA#16 | | SW 13-40-9 | Temporary | 15 | 124 | 2008155,2008156 | 0 |
| | | | | | | SLVID 160.00 | |
| SAG#5 | | NE 19-41-10 | Temporary | 15 | 84.2 | Contract Terminated | 0 |
| ALA#19 | | SE 36-40-10 | Temporary | 15 | 120 | 2008129,2008130, 2014244 | 0 |
| SAG#7 | | N2 SE4 & NE4 17-41-7 | Temporary | 15 | 172.09 | 2705318 | 0 |
| | | | | | | RGC SpW 1125.21 | |
| ALA#21 | | NE 31-40-10 | Temporary | 15 | 129 | 2005921,2005941,2006283,2006525 | 0 |
| | | | | | | SLVC 125.00 | |
| ALA#24 | | NW 5-38-10 | Temporary | 15 | 120.97 | 2006335,2006336,2014086,2014087 | 0 |
| SAG#8 | | SW 33-41-7 | Temporary | 15 | 113 | 2012537,2014288 | 0 |
| | | | | | | RGC 15.00 | |
| SAG#9 | | NW 1/4 & N 1/2 SW 1/4 16-41-7 | Temporary | 15 | 191 | 2706253,2705317 | 0 |
| | | | | | | RGC 10.00 | |
| SAG#10 | | SE 5-41-7 | Temporary | 15 | 116.5 | 2705186,2705328 | 0 |
| | | | | | | RGC SpW 50.0" | |
| SAG#11 | | SE 14-41-7 | Temporary | 15 | 120 | 2705054 | 0 |
| | | | | | | RGC 14.5 | |

| | | | | | | | |
|--------|------|----------------------------|-----------|--------------|-----------------|---------------------------|---------------|
| SAG#12 | | NE 1/4 22-41-7 | Temporary | 15 | 120 | 2706014 | 0 |
| | | | | | | RGC 20 | |
| SAG#13 | | SW 1/4 11-41-7 | Temporary | 15 | 124 | 2706246 | 0 |
| | | | | | | RGC SpW 20% | |
| RG#3 | | NW 1/4 & N/2 SW 1/4 5-39-7 | Temporary | 15 | 139.9 | 2005886, 2005868 | 0 |
| | | | | | | RGC 35 | |
| RG#7 | | SE 1/4 31-40-7 | Temporary | 15 | 122 | 2005595 | 0 |
| | | | | | | RGC 15 | |
| RG#8 | | NE 1/4 19-39-8 | Temporary | 15 | 123.32 | 2013377, 2013618 | 0 |
| | | | | | | RGC 20 | |
| ALA#35 | | SW 1/4 23-40-9 | Temporary | 15 | 122 | 2005133, 2005533 | 0 |
| | | | | | | SLVID 160.00 | |
| SAG#14 | | SW 1/4 24-41-7 | Temporary | 15 | 120 | 2705344 | 0 |
| | | | | | | RGC 10 | |
| ALA#36 | | SW 16-40-9 | Temporary | 15 | 113.92 | 2009113 | 0 |
| SAG#15 | | SE 4-41-7 | Temporary | 15 | 122.4 | 2705067, 2705068, 2705523 | 0 |
| | | | | | | RGC 15 | |
| SAG#16 | | SW 4-41-7 | Temporary | 15 | 123.4 | 2705069, 2705070 | 0 |
| | | | | | | RGC 15 | |
| ALA#37 | | NW 1-40-9 | Temporary | 15 | 106 | 2005774, 2005775 | 0 |
| | | | | | | SLVID 160.00 | |
| SAG#17 | | SE 24-42-8 | Temporary | 15 | 120 | 2705293 | 0 |
| | | | | | | RGC 25 | |
| SAG#18 | | SW 24-42-8 | Temporary | 15 | 120.35 | 2705290 | 0 |
| | | | | | | RGC 30.00 | |
| SAG#19 | | SE 33-42-7 | Temporary | 15 | 114.32 | 2705224 | 0 |
| | | | | | | RGC 10.00 | |
| SAG#20 | | SW 34-42-7 | Temporary | 15 | 124.78 | 2705225 | 0 |
| | | | | | | RGC 7.00 | |
| SAG#21 | | SE 34-42-7 | Temporary | 15 | 125.58 | 2705225 | 0 |
| | | | | | | RGC 7.00 | |
| SAG#22 | | NE 33-42-7 | Temporary | 15 | 119.3 | 2705224 | 0 |
| | | | | | | RGC 10.00 | |
| SAG#23 | | SE 10-41-7 | Temporary | 15 | 123 | 2705197, 2705359 | 0 |
| | | | | | | RGC SpW 20% | |
| SAG#24 | | NE 22-42-7 | Temporary | 15 | 125.15 | 2705246, 2706237 | 0 |
| | | | | | | RGC 15.00 | |
| SAG#25 | | SW 3-41-7 | Temporary | 15 | 126.1 | 2705006, 2705790 | 0 |
| | | | | | | RGC 20.00 | |
| SAG#26 | | NE 4-41-7 | Temporary | 15 | 125.5 | 2705184 | 0 |
| | | | | | | RGC 20.00 | |
| SAG#27 | | NW 3-41-7 | Temporary | 15 | 126.3 | 2705185, 2705356 | 0 |
| | | | | | | RGC 10.00 | |
| SAG#28 | | NW 4-41-7 | Temporary | 15 | 53.6 | 2705327 | 0 |
| | | | | | | RGC 7.00 | |
| SAG#29 | 2019 | NE 20-40-7 | Temporary | 15 | 112.81 | 2013784 | 68.55 |
| | | | | | | RGC 10 | |
| RG#9 | 2019 | SW 1/4 33-40E-7E | Temporary | 15 | 118.36 | 2006376, 1006375 | 95.02 |
| | | | | | | RGC 10 | |
| RG#10 | 2019 | SE 1/4 29-40E-7E | Temporary | 15 | 120 | 2005127, 2005168 | 98.85 |
| | | | | | | RGC 10 | |
| SAG#30 | 2019 | SW SE 34-42-7 | Temporary | 15 | 126.95 | 2705259, 2705021, 2705020 | 133.27 |
| | | | | | | RGC 10 | |
| SAG#31 | 2019 | NW NE 34-42-7 | Temporary | 15 | 118.9 | 2706194 | 115.13 |
| | | | | | | RCG 10 SM 10 | |
| | | | | Total | 5,678.60 | | 510.82 |

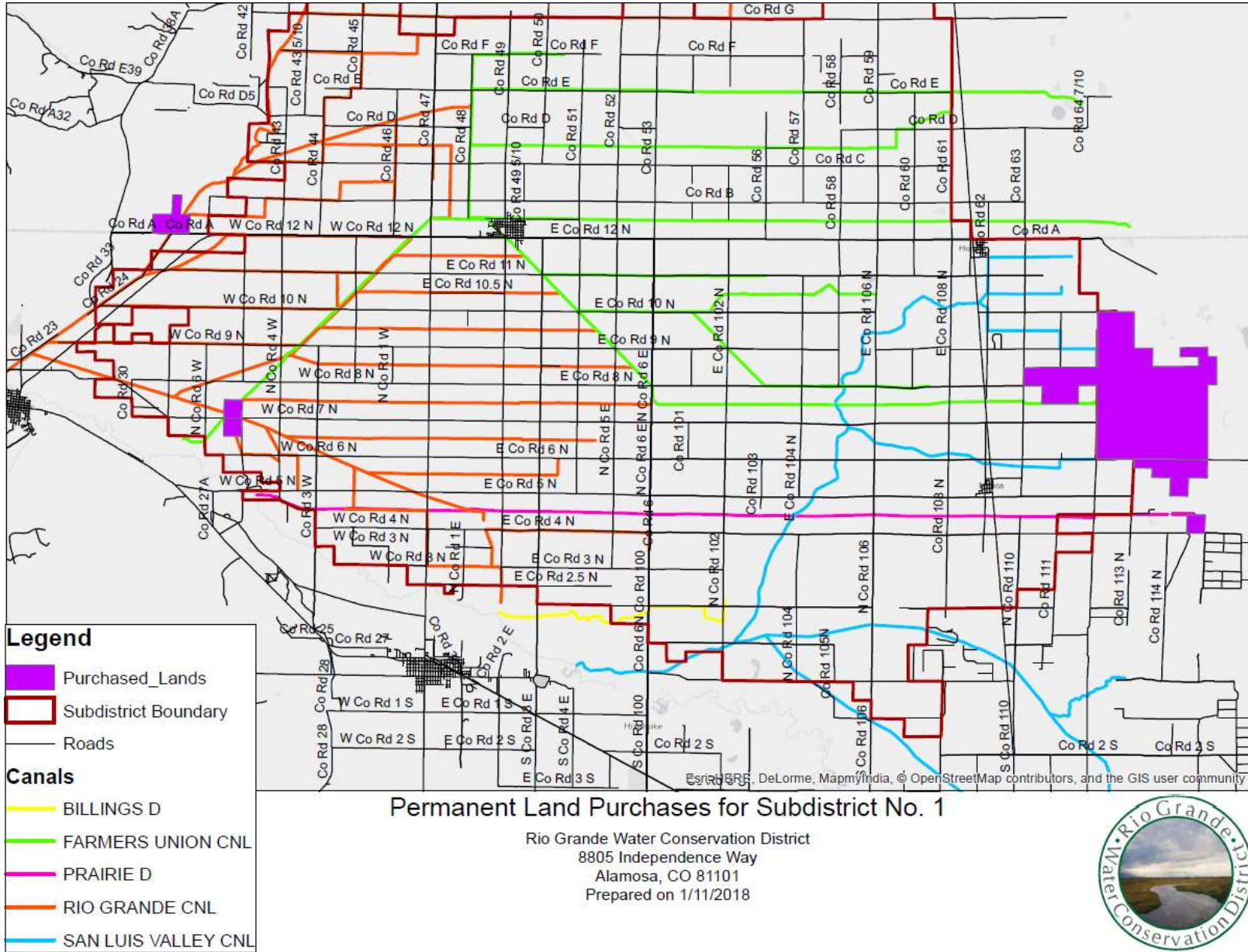
Fallow Parcels in Subdistrict – Temporary

| 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. This program continues to get favorable feedback and enrollment continues to increase. | | | | | | | |
|--|-----|--------------------------------------|---------------|--------------|-----------------|---|----------|
| Contract Identifier | 8.3 | Legal Description | Contract Term | First/Last | Acres | Water Rights | 2019 |
| Fallow Parcel 01 | | SW 1/4 29-41-8 | 4 | 2018 | 145 | 2005866, 2012298, 2013762 | 0 |
| Fallow Parcel 02 | | SW 1/4 5-38-10 | 4 | 2018 | 126 | 2006339, 2014084, 2014083, 2006340, 2014085 | 0 |
| Fallow Parcel 03 | | Portion Blks 2 & 4, All of 3 Unit 20 | 4 | 2018 | 126 | 2006574, 2006575 | 0 |
| Fallow Parcel 04 | | NW 1/4 33-41-7 | 4 | 2018 | 120 | 2005592 | 0 |
| Fallow Parcel 05 | | NE 1/4 13-40-6 | 4 | 2018 | 130 | 2005399 | 0 |
| Fallow Parcel 06 | | SW 1/4 13-40-6 | 4 | 2018 | 120 | 2005398 | 0 |
| Fallow Parcel 07 | | NE 1/4 19-41-10 | 4 | 2018 | 84.2 | 2705546 | 0 |
| Fallow Parcel 08 | | SW1/4 16-39-10 | 4 | 2018 | 120 | 2006288, 2006289, 2013558, 2014265 | 0 |
| Fallow Parcel 09 | | SE1/4 6-39-11 | 4 | 2018 | 126 | 2010696, 2014473 | 0 |
| Fallow Parcel 10 | | NE 1/4 17-39-10 | 4 | 2019 | 120 | 2005468, 2005515 | 0 |
| Fallow Parcel 11 | | SW1/4NW1/4 11-40-7 | 4 | 2019 | 106 | 2005461, 2005497 | 0 |
| Fallow Parcel 12 | | NE1/4NW1/4 13-42-7 | 4 | 2019 | 120 | 2705240 | 0 |
| Fallow Parcel 13 | | SW1/4NW1/4 25-40-6 | 4 | 2019 | 115 | 2012648, 2012647 | 0 |
| Fallow Parcel 14 | | SE1/4SE1/4 19-40-7 | 4 | 2019 | 45 | 2014256 | 0 |
| Fallow Parcel 15 | | SE1/4 3-41-9 | 2 | 2019 | 120 | 2705113 | 0 |
| Fallow Parcel 16 | | NW1/4 21-41-8 | 2 | 2019 | 120 | 2705517 | 0 |
| Fallow Parcel 17 | | SW1/4 3-41-8 | 4 | 2019 | 120 | 2705138 | 0 |
| Fallow Parcel 18 | | NE1/4 01-41-8 | 2 | 2019 | 120 | 2705131, 2706259 | 0 |
| Fallow Parcel 19 | | NW1/4 1-41-8 | 2 | 2019 | 140 | 2705137, 2705130 | 0 |
| Fallow Parcel 20 | | SW 16-39-10 | 4 | 2019 | 120 | 2006288, 2006289 | 0 |
| Fallow Parcel 21 | | NE 1/4 17-39-10 | 4 | 2019 | 120 | 2005468, 2005515 | 0 |
| Fallow Parcel 22 | | SE 1/4 2-39-10 | 4 | 2019 | 120 | 2005445, 2005519 | 0 |
| Fallow Parcel 23 | | SE 31-40-7 | 4 | 2020 | 121 | 2013884 | 0 |
| Fallow Parcel 24 | | NW 1/4 10-42-7 | 4 | 2020 | 120 | 2706159 | 0 |
| Fallow Parcel 25 | | NW 1/4 26-41-7 | 4 | 2020 | 125 | 2005731 | 0 |
| Fallow Parcel 26 | | SW 1/4 20-40-7 | 4 | 2020 | 38 | 2013693 | 0 |
| Fallow Parcel 27 | | SW 1/4 30-40-10 | 4 | 2020 | 124 | 2013712 | 0 |
| | | | | Total | 3,111.29 | | 0 |

Half Water Usage Parcels – Temporary

| 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 reduction of half the amount of water used on a particular well from the last 5 year average. This program which allows for flexibility to producer on how to achieve this goal and focuses resources on the primary goal which is reducing ground water consumption. This is a new program for 2020. | | | | | | | | | |
|---|-----|-------------------|---------------------|-------------------------|-----------------|------------------------------------|-----------------|-----------------------|-----------------|
| Contract Identifier | 8.3 | Legal Description | Contract Term (yrs) | First/Last Contract Yrs | Acres | Water Rights | 5 Year Avg | Half Amount Allotment | Water Savings |
| Half Usage Contract 1 | | NE4 SEC 8-39-8 | 1 | | 111.92 | 2008026 | 181.13 | 90.6 | |
| Half Usage Contract 2 | | NE SEC 15-40-8 | 1 | | 119.22 | 2006428, 2005137 | 182.938 | 91.5 | |
| Half Usage Contract 3 | | NE SEC 33-40-8 | 1 | | 116.82 | 2013801, 2998539 | 166.742 | 83.4 | |
| Half Usage Contract 4 | | SEC 32-40-8 | 1 | | 117.26 | 20138584, 2008504 | 170.48 | 85.2 | |
| Half Usage Contract 5 | | SE SEC 34-40-8 | 1 | | 119.1 | 2013375, 2005155 | 179.67 | 89.8 | |
| Half Usage Contract 6 | | SE SEC 14-40-8 | 1 | | 123 | 2005876, 2009550, 2013330 | 164.894 | 82.4 | |
| Half Usage Contract 7 | | NW SEC 21-40-8 | 1 | | 118.03 | 2006502, 2009205 | 162.084 | 81.0 | |
| Half Usage Contract 8 | | SE SEC 29-40-8 | 1 | | 106.98 | 2006504, 2009147 | 144.05 | 72.0 | |
| Half Usage Contract 9 | | SEC 22-40-8 | 1 | | 109.15 | 2006474, 2008502 | 197.542 | 98.8 | |
| Half Usage Contract 10 | | NW4 30-39-9 | 1 | | 120 | 2012166, 2012163 | 195.56 | 97.8 | |
| Half Usage Contract 11 | | NE SEC 35-40-8 | 1 | | 117 | 2005340, 2005049 | 184.354 | 92.2 | |
| Half Usage Contract 12 | | SE SEC 11-39-8 | 1 | | 128 | 2008962, 2008963 | 187.986 | 94.0 | |
| Half Usage Contract 13 | | SW SEC 1-39-8 | 1 | | 126 | 2013506, 2008965 | 223.34 | 111.7 | |
| Half Usage Contract 14 | | SE SEC 35-40-8 | 1 | | 126 | 2005046, 2005410 | 235.982 | 118.0 | |
| Half Usage Contract 15 | | SW SEC 4-39-9 | 1 | | 125 | 2008457, 2008452 | 204.058 | 102.0 | |
| Half Usage Contract 16 | | SEC 12-40-8 | 1 | | 121 | 2009305, 2013915 | 184.166 | 92.1 | |
| Half Usage Contract 17 | | SW SEC 19-40-8 | 1 | | 121 | 2005207, 2014155 | 233.9398 | 117.0 | |
| Half Usage Contract 18 | | NW1/4 23-42-7 | 1 | | 126 | 2705247 | 198.75 | 99.4 | |
| Half Usage Contract 19 | | NE 3-39-8 | 1 | | 121 | 2005176, 2006011 | 191.488 | 95.7 | |
| Half Usage Contract 20 | | SW SEC 17-40-7 | 1 | | 120 | 2005645 | 298.0296 | 149.0 | |
| Half Usage Contract 21 | | SE4 28-39-9 | 1 | | 43 | 2005033 | 109.113 | 54.6 | |
| Half Usage Contract 22 | | NE4 32-39-9 | 1 | | 24 | 2010719 | 45.19 | 22.6 | |
| Half Usage Contract 23 | | NW SEC 8-39-9 | 1 | | 138 | 2008235, 2011333 | 204.856 | 102.4 | |
| Half Usage Contract 24 | | SW SEC 31-40-9 | 1 | | 137 | 2008397, 2008406 | 194.475 | 97.5 | |
| Half Usage Contract 25 | | NW SEC 5-39-8 | 1 | | 117 | 2005527, 2012676 | 423.24 | 211.6 | |
| Half Usage Contract 26 | | SE SEC 36-41-9 | 1 | | 121.5 | 2008197, 2013969 | 209.07 | 104.5 | |
| Half Usage Contract 27 | | SW SEC 34-41-9 | 1 | | 142 | 2008040, 2010723 | 95.0349 | 47.5 | |
| Half Usage Contract 28 | | SE 7-41-8 | 1 | | 126 | 2705050, 2705058 | 152.46 | 76.2 | |
| Half Usage Contract 29 | | NE SEC 23-3-7 | 1 | | 174.22 | 2009609 | 69 | 34.5 | |
| Half Usage Contract 30 | | NW SEC 14-41-8 | 1 | | 118 | 2706270 | 148.27 | 74.1 | |
| Half Usage Contract 31 | | SE SEC 14-41-8 | 1 | | 118 | 2705797 | 105.98 | 53.0 | |
| Half Usage Contract 32 | | | 1 | | | 2705436, 2705437, 2705644, 2706071 | 171.31 | 85.7 | |
| Half Usage Contract 33 | | NE SEC 8-41-8 | 1 | | 119 | 2705644, 2706071 | 171.31 | 85.7 | |
| Half Usage Contract 34 | | SW SEC 31-41-7 | 1 | | 126 | 2012450 | 261.34 | 130.7 | |
| Half Usage Contract 35 | | SW SEC 29-41-7 | 1 | | 126 | 2012668 | 194.71 | 97.4 | |
| Half Usage Contract 36 | | W1/2 SEC 2-42-7 | 1 | | 120 | 2705235 | 229 | 115.0 | |
| Half Usage Contract 37 | | SE SEC 27-41-9 | 1 | | 114 | 2006567 | 111.934 | 56.0 | |
| Half Usage Contract 38 | | SW SEC 28-41-9 | 1 | | 126 | 2013548 | 66.79 | 33.4 | |
| Half Usage Contract 38 | | NE SEC 28-41-9 | 1 | | 63 | 2013563 | 91.714 | 45.9 | |
| | | | | Total | 3,512.87 | | 6,770.67 | 3,386.05 | 3,386.05 |

APPENDIX M



APPENDIX N

March 4, 2020

**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, 2021.

Whereas: The Centennial Ditch Company will make all reasonable efforts to deliver/transfer replacement water for well depletions from Subdistrict #1 well pumping through the Centennial Ditch system as efficiently as possible and on a timely basis as required by Subdistrict No. 1 to comply with the Annual Operating Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Centennial Ditch Company authorizes to allow Special Improvement Subdistrict No. 1 of the Rio Grande Water Conservation District to convey water through the Centennial Ditch to replace injurious depletions under the Annual Operating Plan and subject to the terms set forth above. The Centennial Ditch Company and Subdistrict No. 1 will work together to accomplish the terms of this agreement.

BE IT FURTHER RESOLVED that President of the Board Jim Higel is hereby authorized and empowered to execute in the name of the Board of Directors of the Centennial Ditch Company approval of this agreement.

The forgoing resolution was passed by the Board of Directors of the Centennial Ditch Company this 7 day of March, 2020.

ATTEST:

Signed:  Date: 3-19-2020

APPENDIX O

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2020 between the Rio Grande Water 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 Enterprises ("Subdistrict") and The Nature Conservancy ("TNC"), (sometimes collectively referred to as the "Parties").

RECITALS

A. TNC owns and operates 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 83.33 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 2020.

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, 2020 through April 30, 2021.

2. Forbearance by TNC.

2.1. During the term of this Agreement, TNC will forbear 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 2020 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

| <u>Priority No.</u> | <u>Amount (c.f.s.)</u> |
|---------------------|------------------------|
| 3 | 33.33 |
| 4 | 16.66 |
| 6 | 13.33 |
| 8 | 20.00 |

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

3. Payment. The 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 2020 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:

Senior Attorney, Water Rights
2424 Spruce Street
Boulder, CO 80302

To the District or Subdistrict:

District Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

6. Remedies. In the event of 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 to be deemed to be made again as of the date of any payment, and must then be true and correct in all material respects.

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

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

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

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

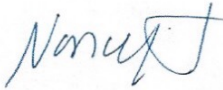
7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State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

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

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

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

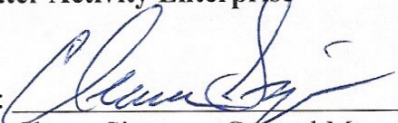
The Nature Conservancy

By: 
Nancy Fishbein, Director of Protection

3/30/2020
Date

ACCEPTED:

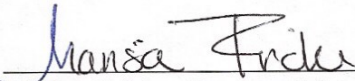
**The Rio Grande Water Conservation District,
Water Activity Enterprise**

By: 
Cleave Simpson, General Manager

4-2-2020
Date

APPROVED:

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

By: 
Marisa Fricke, Program Manager

4-2-2020
Date

PARTICIPATION CONTRACT
and
FORBEARANCE AGREEMENT

by and between the

GREAT SAND DUNES NATIONAL PARK AND PRESERVE

and the

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

THIS CONTRACT is entered into on this 15th day of April 2020, by and between SPECIAL IMPROVEMENT DISTRICT NO. 1 of the RIO GRANDE WATER CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE (“Subdistrict) and UNITED STATES DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE (“AGENCY”).

The purpose of this Contract is to allow AGENCY to participate in the Annual Replacement Plan (“ARP”) of the Subdistrict and thereby to remedy AGENCY’s injurious well depletions and address sustainability requirements in compliance with the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (The Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights (“Groundwater Use Rules”), as such Rules exist now or may be amended in the future, upon the terms and conditions set forth below. As part of this Contract, AGENCY enters into a forbearance contract with the Subdistrict such that the Subdistrict will remedy injurious depletions to Contract Holder’s surface water rights by means other than providing water to replace stream depletions. See § 37-92-501(4)(b)(I)(B), C.R.S.

1.0 BACKGROUND INFORMATION

- 1.1 Relying upon the Rio Grande Decision Support System (“RGDSS”) and its groundwater model, the State Engineer has determined that the pumping of wells in Water Division No. 3 can cause injurious depletions to senior water rights if adequate remedy is not made. There is also a requirement to achieve and maintain the unconfined aquifer underlying the Subdistrict at a sustainable level, as further defined in the Subdistrict’s Plan of Water Management (“POWM”).

- 1.2 The Subdistrict was formed on July 19, 2006, pursuant to the Order of the District Court for Alamosa County in Case No. 2006CV64. The Subdistrict has established a Water Activity Enterprise pursuant to Title 37, Article 45.1, C.R.S.
- 1.3 The Subdistrict operates in accordance with an approved POWM and Annual Replacement Plan (“ARP”), which includes provisions to allow the Subdistrict, acting through the Rio Grande Water Conservation District, to enter into contracts with non-Subdistrict well owners to provide replacement supplies for those wells as part of the Plan.
- 1.4 Subdistrict Lands are only the privately-owned irrigated lands within the exterior boundaries of the Subdistrict. All wells providing irrigation water to those lands are Subdistrict wells. Other wells will only be included in an ARP if there is a contract that provides for inclusion.
- 1.5 AGENCY’s wells included in the Contract are not located within the RGDSS Model Domain. AGENCY has performed an engineering analysis to determine the time, location, and amount of depletions caused by groundwater withdrawals from the wells subject to this Contract. Cutillo, Analysis of the Effects of Groundwater Pumping in the Great Sand Dunes National Park and Preserve, March 31, 2020. Pursuant to Rule 7.5 of the Groundwater Use Rules, the Division Engineer has accepted this engineering analysis for use as the basis to determine the time, location, and amount of depletions caused by groundwater withdrawals from the wells subject to this Contract. See Exhibit C.

2.0 SPECIFIC CONTRACT CONDITIONS

- 2.1 This Contract has a term of one (1) year, beginning with the date of the next approved ARP, if all of the conditions herein contained are continuously met (“Term”). Thereafter, it will be automatically renewed on a year-to-year basis if the requirements of paragraphs 2.3.2 – 2.3.4 below have been met, including, but not by way of limitation, the payment of all fees due and owing for the renewal year.
- 2.2 AGENCY hereby provides information about each well, subject to this Contract (“Well” or “Wells”) in the attached Exhibit A which is attached hereto and incorporated by this reference:
- 2.3 AGENCY hereby agrees to the following payments (“Fees”):
 - 2.3.1 \$500.00 as a one-time Contract Inclusion Fee, this Fee will not apply to Contract renewals;
 - 2.3.2 \$15.00 as an annual administrative Fee;
 - 2.3.3 \$50.00 as an annual contribution to aquifer sustainability efforts which will be in place of the Conservation Reserve Enhancement Program Fee; and
 - 2.3.4 \$1.00 per acre-foot of groundwater withdrawn as the Water Value under

the Variable Fee, but not to exceed one hundred dollars (\$100.00) per year.

- 2.4 The participation of these Wells in each year's ARP is contingent upon the continued forbearance, pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., of all injurious stream depletions to streams other than the Rio Grande. AGENCY specifically agrees it will continue such forbearance until all lagged depletions from groundwater withdrawals from the Wells subject to this contract, while this contract is in effect, have accrued to the stream(s) or that operation of the Wells under any other plan or contract will include the remedy of injurious depletions caused by lagged depletions from groundwater withdrawals under this Agreement.
- 2.5 The annual fees listed under paragraph 2.3 may be modified at the time this Contract is renewed.
- 2.6 AGENCY's Rights and Obligations:
 - 2.6.1 In consideration for the Subdistrict providing replacement water for depletions caused by AGENCY's Wells, the Contract Holder agrees to pay the Fees specified in this Contract when invoiced by Subdistrict or through the applicable county assessor.
 - 2.6.2 AGENCY agrees, covenants and acknowledges that the failure to pay any of the Fees within 30 days of the due date stated in the invoice, or as required by the notice from the county assessor, shall be considered a breach of this Contract. Subdistrict will notify AGENCY of such default in writing and AGENCY will have thirty (30) days to cure such default. In the event that AGENCY does not cure such default in a timely manner, Subdistrict shall have the right to terminate this Contract, remove Contract Holder's Wells from the ARP and notify the Division Engineer that the Wells are not covered by the ARP.
 - 2.6.3 AGENCY agrees, covenants and commits to submit Well meter readings to the Subdistrict in the manner specified by the Subdistrict from time to time but in any event no later than September 15 of every year or by such date as determined by the Board of Managers while this Contract is in force and effect, and to supplement or correct any submitted data as requested by the Subdistrict.
 - 2.6.4 AGENCY acknowledges that the Water Value under the Variable Fee may vary from year to year depending on decisions made annually by the Board of Managers. AGENCY further acknowledges that those Fees will be set after public notice and opportunity for public input, but that once adopted by the Board of Managers for this Contract no further appeal or challenge will be allowed. Subdistrict agrees that any change in Water Value under the Variable Fee in this Contract will be based on the Water Value under Variable Fees for all other members of the Subdistrict, and

other contract holders.

- 2.6.5 In the event that the Contract is terminated by Subdistrict as the result of an uncured breach of the Contract by AGENCY, the Subdistrict may file a claim under the Contract Disputes Act (41 USC §§7101-7109) in the amount of One-Thousand Dollars (\$1000.00) in lieu of a fixed termination fee. This in-lieu-of claim may be adjusted on a pro rata basis by an amendment to this Contract in the event that the number of Wells subject to this Contract changes during the Term of the Contract, including any renewals. The amount of this in-lieu-of claim will be subject to adjustment every fifth year to account for inflation.
- 2.6.6 AGENCY recognizes that the Subdistrict Board of Managers will use best efforts in acquiring replacement water supplies or take other steps to remedy potential injury sufficient to permit the use of AGENCY's Wells in the same manner as all other Subdistrict wells, but that it can make no guarantee that adequate replacement supplies will be available in any given year, which may necessitate restrictions on pumping or the cessation of pumping altogether in any particular year. AGENCY hereby waives any claims against the Subdistrict and its Board of Managers if sufficient replacement water or other remedy cannot be obtained. Provided however, if the Subdistrict is unable to provide replacement water supplies or other remedy sufficient to permit use of AGENCY's Wells for two (2) consecutive years, AGENCY will have the right to terminate the Contract at the end of the then current plan year by providing written notice to Subdistrict.
- 2.6.7 AGENCY has reviewed and understands the Plan of Water Management and its Appendices, as well as the Rules and Regulations of the Subdistrict and agrees to fully comply with the Plan of Water Management and its Appendices, together with all applicable Rules and Regulations duly promulgated by the Board of Managers of the Subdistrict and any requirements of an approved ARP.
- 2.6.8 AGENCY agrees, covenants and commits to obtaining the approval of the State Engineer by no later than December 31, 2020, of a Sustainability Metric for all future groundwater withdrawals that will be fully implemented by the AGENCY by no later than December 31, 2020.
- 2.7 In the event that Subdistrict fails to perform the Subdistrict obligations as set forth below, AGENCY will have the right to terminate this Contract, if Subdistrict fails to cure such default within thirty (30) days after written notice of default from AGENCY, and subject to the limitation in paragraph 2.6.6 above.
- 2.8 Subdistrict Obligations:
 - 2.8.1 The Subdistrict will set annually and inform AGENCY of the Fees for the

coming water year prior to the adoption of the Fees for the coming water year and permit the AGENCY an opportunity to provide comments or ask questions before the adoption of the Fees.

- 2.8.2 The Subdistrict agrees and commits to use its best efforts in securing replacement supplies sufficient to provide replacement for depletions caused by the AGENCY's Wells during every year in which this Contract is in force and effect, to treat AGENCY's Wells the same as other Subdistrict wells for this purpose, and to provide AGENCY with prompt notification should the Subdistrict prove unable to acquire sufficient supplies in any year.
- 2.8.3 The Subdistrict agrees to remedy depletions calculated as accruing from the operation of the AGENCY 's Wells in the then current year and in the subsequent years if AGENCY has made all payments required by the Board of Managers of the Subdistrict.
- 2.8.4 The Subdistrict agrees to undertake all legal and engineering work necessary to ensure that each ARP receives full and fair consideration by the State Engineer and to seek to have the ARP timely approved by the State Engineer for the AGENCY 's Wells and all other wells covered by the ARP.

3.0 FORBEARANCE AGREEMENT

3.1 Recitals

- 3.1.1 AGENCY owns and administers the instream flow water right on Medano Creek that is described in Exhibit B.
- 3.1.2 The Subdistrict is responsible for implementing its respective POWM through its ARP, as approved by the State Engineer.
- 3.1.3 The quantity of water available for the water right decreed to Medano Creek may be reduced by the stream depletions caused by the Wells that part of this Contract. Without this Contract, AGENCY would be required make replacement water available for the Medano Creek water right in order to remedy injurious stream depletions.
- 3.1.4 AGENCY is willing to enter into this Contract as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to Contract Holder's water rights on Medano Creek is remedied by means other than providing water to replace injurious stream depletions.
- 3.1.5 AGENCY avers that the withdrawal of groundwater from wells listed in Exhibit A and subject to this Contract cause depletions only to Medano Creek and that there are no water rights on Medano Creek that could be

injured by depletions caused by the Wells other than those owned or controlled by AGENCY.

3.1.6 The District, on behalf of the Subdistricts, desires to enter into this Forbearance Agreement as part of the ARP for Plan Year 2020.

3.2 **Agreement.** In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Subdistricts and AGENCY agree as follows:

3.2.1 Forbearance by the Contract Holder.

3.2.1.1 During the term of this Contract, AGENCY will forbear from requiring the Subdistricts to replace any of the injurious stream depletions to the instream flow water right of the AGENCY diverted from Medano Creek under the water rights listed in Exhibit B by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Contract, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

3.2.1.2 This Contract applies on each day during the term of the Contract that any of the water rights listed in Exhibit B 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 as determined by the Colorado Division of Water Resources.

3.3 **Consideration.** The Subdistrict and AGENCY agree that the consideration and compensation provided to Contract Holder from the Subdistrict is the inclusion of the wells listed in Exhibit A in the Subdistrict's ARP so that said wells will comply with the Groundwater Use Rules

3.4 **No Subordination or Waiver of Right to Call.** The forbearance by AGENCY under this Contract 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. Under this Contract, AGENCY will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Contract, AGENCY will not require the Subdistricts to make water available for the water rights listed in Exhibit B to offset depletions that would otherwise have to be replaced by the Subdistricts under its ARP.

4.0 GENERAL CONDITIONS

4.1 **Notices.** All notices and other communications that are required or permitted to be given to the Parties under this Contract shall be sufficient in all respects if

given in writing and delivered in person, 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:

If to AGENCY: Superintendent
Great Sand Dunes National Park and Preserve
11999 State Highway 150
Mosca, Colorado 81146

If to Rio Grande Water Conservation District or Subdistrict: Cleave Simpson, General Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

or such other address as such party may have given to the other by notice pursuant to this Paragraph.

- 4.2 **Assignment.** This Contract may not be assigned by any Party without the prior written consent of each of the other Parties. Any attempted assignment in violation of this provision shall be void.
- 4.3 **No Costs or Attorneys’ Fees.** In the event of any litigation or other dispute resolution process arising out of this Contract, the Parties agree that each shall be responsible for its own costs and attorney’s or other fees associated with any such action.
- 4.4 **Entire Agreement; Amendments.** This Contract constitutes the entire agreement between the Parties relating to the subject matter hereof. All prior or contemporaneous oral agreements and discussions among all of the Parties or their respective agents or representatives relating to the subject hereof are merged into this Contract. This Contract may be altered, amended, or revoked only by an instrument in writing signed by both the Parties. Email and all other electronic (including voice) communications from any Party in connection with this Contract are for informational purposes only. No such communication is intended by any Party to constitute either an electronic record or an electronic signature, or to constitute any agreement by any Party to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.
- 4.5 **Applicable Law.** This Contract shall be governed by and construed according to federal law.
- 4.6 **Waiver.** The failure of one of the Parties to insist upon the strict performance of any provision of this Contract or to exercise any right, power, or remedy upon a breach thereof shall not constitute a waiver of that or any other provision of this

Contract or limit that Party's, or any other Party's, right thereafter any provision or exercise any right.

- 4.7 **Captions.** All captions contained in this Contract are for convenience only and shall not be deemed to be part of this Contract.
- 4.8 **Counterparts.** This Contract may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- 4.9 **Parties Bound by Contract.** This Contract is binding upon the Parties hereto and upon their respective, legal representatives and successors.
- 4.10 **Construction.** All section, paragraph, and exhibit references used in this Contract are to this Contract unless otherwise specified.
- 4.11 **Authorizations.** The governing bodies of each of the Parties have authorized by resolution the execution of this Contract.
- 4.12 **No Third-Party Beneficiaries.** This Contract is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
- 4.13 **Force Majeure.** Subject to the terms and conditions in this paragraph, no party to this Contract shall be liable for any delay or failure to perform under this Contract due solely to conditions or events of Force Majeure, specifically a) acts of God, b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, c) sabotage, d) vandalism beyond that which can be reasonably prevented, e) terrorism, f) war, and g) riots provided that: A) the non-performing Party gives the other Parties prompt written notice describing the particulars of the occurrence of the Force Majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure event or condition; and C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Parties describing the actions taken to remedy the consequences of the Force Majeure event or condition. In the event of a change in municipal (or other local governmental entity), state or federal law or practice that prohibits or delays performance, the obligation to seek a remedy shall extend to making reasonable efforts to reform the Contract in a manner consistent with the change that provides the Parties substantially the same benefits as this Contract, provided, however, that no such reformation shall increase the obligations of any of the Parties. In the event any delay or failure of performance on the part of the party claiming Force Majeure continues for an uninterrupted period of more than three hundred sixty-five (365) days from its occurrence or inception as noticed pursuant to this Contract, all of the Parties not claiming Force Majeure may, at any time

following the end of such one year period, terminate this Contract upon written notice to the Party claiming Force Majeure, without further obligation by any of the Parties.

- 4.14 **Non-Business Days.** If any date for any action under this Contract falls on a Saturday, Sunday or a day that is a “holiday” as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.
- 4.15 **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, drafted this Contract jointly.
- 4.16 **Non-Severability.** Each paragraph of this Contract is intertwined with the others and is not severable unless by mutual consent of the Parties in writing.
- 4.17 **Effect of Invalidity.** If any portion of this Contract is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).
- 4.19 **Governmental Immunity.** No term or condition of this Contract 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, sections 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.

This Contract is effective as of the day and year first above written.

Signatures follow on separate page

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

**UNITED STATES DEPARTMENT OF
THE INTERIOR, NATIONAL PARK
SERVICE**

By: _____

Name: Marisa Fricke

Title: Program Manager

By: _____

Name: Pamela Rice

Title: Superintendent

ATTEST:

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

PARTICIPATION CONTRACT

and

FORBEARANCE AGREEMENT

by and between the

GREAT SAND DUNES NATIONAL PARK AND PRESERVE

and the

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

THIS CONTRACT is entered into on this 15th day of April 2020, by and between
SPECIAL IMPROVEMENT DISTRICT NO. 1 of the RIO GRANDE WATER
CONSERVATION DISTRICT WATER ACTIVITY ENTERPRISE ("Subdistrict) and
UNITED STATES DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE
("AGENCY").

The purpose of this Contract is to allow AGENCY to participate in the Annual Replacement Plan ("ARP") of the Subdistrict and thereby to remedy AGENCY's injurious well depletions and address sustainability requirements in compliance with the Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (The Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights ("Groundwater Use Rules"), as such Rules exist now or may be amended in the future, upon the terms and conditions set forth below. As part of this Contract, AGENCY enters into a forbearance contract with the Subdistrict such that the Subdistrict will remedy injurious depletions to Contract Holder's surface water rights by means other than providing water to replace stream depletions. See § 37-92-501(4)(b)(I)(B), C.R.S.

1.0 BACKGROUND INFORMATION

- 1.1 Relying upon the Rio Grande Decision Support System ("RGDSS") and its groundwater model, the State Engineer has determined that the pumping of wells in Water Division No. 3 can cause injurious depletions to senior water rights if adequate remedy is not made. There is also a requirement to achieve and maintain the unconfined aquifer underlying the Subdistrict at a sustainable level, as further defined in the Subdistrict's Plan of Water Management ("POWM").

- 1.2 The Subdistrict was formed on July 19, 2006, pursuant to the Order of the District Court for Alamosa County in Case No. 2006CV64. The Subdistrict has established a Water Activity Enterprise pursuant to Title 37, Article 45.1, C.R.S.
- 1.3 The Subdistrict operates in accordance with an approved POWM and Annual Replacement Plan ("ARP"), which includes provisions to allow the Subdistrict, acting through the Rio Grande Water Conservation District, to enter into contracts with non-Subdistrict well owners to provide replacement supplies for those wells as part of the Plan.
- 1.4 Subdistrict Lands are only the privately-owned irrigated lands within the exterior boundaries of the Subdistrict. All wells providing irrigation water to those lands are Subdistrict wells. Other wells will only be included in an ARP if there is a contract that provides for inclusion.
- 1.5 AGENCY's wells included in the Contract are not located within the RGDSS Model Domain. AGENCY has performed an engineering analysis to determine the time, location, and amount of depletions caused by groundwater withdrawals from the wells subject to this Contract. Cutillo, Analysis of the Effects of Groundwater Pumping in the Great Sand Dunes National Park and Preserve, March 31, 2020. Pursuant to Rule 7.5 of the Groundwater Use Rules, the Division Engineer has accepted this engineering analysis for use as the basis to determine the time, location, and amount of depletions caused by groundwater withdrawals from the wells subject to this Contract. See Exhibit C.

2.0 SPECIFIC CONTRACT CONDITIONS

- 2.1 This Contract has a term of one (1) year, beginning with the date of the next approved ARP, if all of the conditions herein contained are continuously met ("Term"). Thereafter, it will be automatically renewed on a year-to-year basis if the requirements of paragraphs 2.3.2 – 2.3.4 below have been met, including, but not by way of limitation, the payment of all fees due and owing for the renewal year.
- 2.2 AGENCY hereby provides information about each well, subject to this Contract ("Well" or "Wells") in the attached Exhibit A which is attached hereto and incorporated by this reference:
- 2.3 AGENCY hereby agrees to the following payments ("Fees"):
 - 2.3.1 \$500.00 as a one-time Contract Inclusion Fee, this Fee will not apply to Contract renewals;
 - 2.3.2 \$15.00 as an annual administrative Fee;
 - 2.3.3 \$50.00 as an annual contribution to aquifer sustainability efforts which will be in place of the Conservation Reserve Enhancement Program Fee; and
 - 2.3.4 \$1.00 per acre-foot of groundwater withdrawn as the Water Value under

the Variable Fee, but not to exceed one hundred dollars (\$100.00) per year.

- 2.4 The participation of these Wells in each year's ARP is contingent upon the continued forbearance, pursuant to section 37-92-501(4)(b)(1)(B), C.R.S., of all injurious stream depletions to streams other than the Rio Grande. AGENCY specifically agrees it will continue such forbearance until all lagged depletions from groundwater withdrawals from the Wells subject to this contract, while this contract is in effect, have accrued to the stream(s) or that operation of the Wells under any other plan or contract will include the remedy of injurious depletions caused by lagged depletions from groundwater withdrawals under this Agreement.
- 2.5 The annual fees listed under paragraph 2.3 may be modified at the time this Contract is renewed.
- 2.6 AGENCY's Rights and Obligations:
- 2.6.1 In consideration for the Subdistrict providing replacement water for depletions caused by AGENCY's Wells, the Contract Holder agrees to pay the Fees specified in this Contract when invoiced by Subdistrict or through the applicable county assessor.
- 2.6.2 AGENCY agrees, covenants and acknowledges that the failure to pay any of the Fees within 30 days of the due date stated in the invoice, or as required by the notice from the county assessor, shall be considered a breach of this Contract. Subdistrict will notify AGENCY of such default in writing and AGENCY will have thirty (30) days to cure such default. In the event that AGENCY does not cure such default in a timely manner, Subdistrict shall have the right to terminate this Contract, remove Contract Holder's Wells from the ARP and notify the Division Engineer that the Wells are not covered by the ARP.
- 2.6.3 AGENCY agrees, covenants and commits to submit Well meter readings to the Subdistrict in the manner specified by the Subdistrict from time to time but in any event no later than September 15 of every year or by such date as determined by the Board of Managers while this Contract is in force and effect, and to supplement or correct any submitted data as requested by the Subdistrict.
- 2.6.4 AGENCY acknowledges that the Water Value under the Variable Fee may vary from year to year depending on decisions made annually by the Board of Managers. AGENCY further acknowledges that those Fees will be set after public notice and opportunity for public input, but that once adopted by the Board of Managers for this Contract no further appeal or challenge will be allowed. Subdistrict agrees that any change in Water Value under the Variable Fee in this Contract will be based on the Water Value under Variable Fees for all other members of the Subdistrict, and

other contract holders.

- 2.6.5 In the event that the Contract is terminated by Subdistrict as the result of an uncored breach of the Contract by AGENCY, the Subdistrict may file a claim under the Contract Disputes Act (41 USC §§7101-7109) in the amount of One-Thousand Dollars (\$1000.00) in lieu of a fixed termination fee. This in-lieu-of claim may be adjusted on a pro rata basis by an amendment to this Contract in the event that the number of Wells subject to this Contract changes during the Term of the Contract, including any renewals. The amount of this in-lieu-of claim will be subject to adjustment every fifth year to account for inflation.
- 2.6.6 AGENCY recognizes that the Subdistrict Board of Managers will use best efforts in acquiring replacement water supplies or take other steps to remedy potential injury sufficient to permit the use of AGENCY's Wells in the same manner as all other Subdistrict wells, but that it can make no guarantee that adequate replacement supplies will be available in any given year, which may necessitate restrictions on pumping or the cessation of pumping altogether in any particular year. AGENCY hereby waives any claims against the Subdistrict and its Board of Managers if sufficient replacement water or other remedy cannot be obtained. Provided however, if the Subdistrict is unable to provide replacement water supplies or other remedy sufficient to permit use of AGENCY's Wells for two (2) consecutive years, AGENCY will have the right to terminate the Contract at the end of the then current plan year by providing written notice to Subdistrict.
- 2.6.7 AGENCY has reviewed and understands the Plan of Water Management and its Appendices, as well as the Rules and Regulations of the Subdistrict and agrees to fully comply with the Plan of Water Management and its Appendices, together with all applicable Rules and Regulations duly promulgated by the Board of Managers of the Subdistrict and any requirements of an approved ARP.
- 2.6.8 AGENCY agrees, covenants and commits to obtaining the approval of the State Engineer by no later than December 31, 2020, of a Sustainability Metric for all future groundwater withdrawals that will be fully implemented by the AGENCY by no later than December 31, 2020.
- 2.7 In the event that Subdistrict fails to perform the Subdistrict obligations as set forth below, AGENCY will have the right to terminate this Contract, if Subdistrict fails to cure such default within thirty (30) days after written notice of default from AGENCY, and subject to the limitation in paragraph 2.6.6 above.
- 2.8 Subdistrict Obligations:
- 2.8.1 The Subdistrict will set annually and inform AGENCY of the Fees for the

coming water year prior to the adoption of the Fees for the coming water year and permit the AGENCY an opportunity to provide comments or ask questions before the adoption of the Fees.

- 2.8.2 The Subdistrict agrees and commits to use its best efforts in securing replacement supplies sufficient to provide replacement for depletions caused by the AGENCY's Wells during every year in which this Contract is in force and effect, to treat AGENCY's Wells the same as other Subdistrict wells for this purpose, and to provide AGENCY with prompt notification should the Subdistrict prove unable to acquire sufficient supplies in any year.
- 2.8.3 The Subdistrict agrees to remedy depletions calculated as accruing from the operation of the AGENCY's Wells in the then current year and in the subsequent years if AGENCY has made all payments required by the Board of Managers of the Subdistrict.
- 2.8.4 The Subdistrict agrees to undertake all legal and engineering work necessary to ensure that each ARP receives full and fair consideration by the State Engineer and to seek to have the ARP timely approved by the State Engineer for the AGENCY's Wells and all other wells covered by the ARP.

3.0 FORBEARANCE AGREEMENT

3.1 Recitals

- 3.1.1 AGENCY owns and administers the instream flow water right on Medano Creek that is described in Exhibit B.
- 3.1.2 The Subdistrict is responsible for implementing its respective POWM through its ARP, as approved by the State Engineer.
- 3.1.3 The quantity of water available for the water right decreed to Medano Creek may be reduced by the stream depletions caused by the Wells that part of this Contract. Without this Contract, AGENCY would be required make replacement water available for the Medano Creek water right in order to remedy injurious stream depletions.
- 3.1.4 AGENCY is willing to enter into this Contract as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to Contract Holder's water rights on Medano Creek is remedied by means other than providing water to replace injurious stream depletions.
- 3.1.5 AGENCY avers that the withdrawal of groundwater from wells listed in Exhibit A and subject to this Contract cause depletions only to Medano Creek and that there are no water rights on Medano Creek that could be

injured by depletions caused by the Wells other than those owned or controlled by AGENCY.

3.1.6 The District, on behalf of the Subdistricts, desires to enter into this Forbearance Agreement as part of the ARP for Plan Year 2020.

3.2 **Agreement.** In consideration of the foregoing recitals, the mutual promises contained herein, and other good and valuable consideration, the District and the Subdistricts and AGENCY agree as follows:

3.2.1 Forbearance by the Contract Holder.

3.2.1.1 During the term of this Contract, AGENCY will forbear from requiring the Subdistricts to replace any of the injurious stream depletions to the instream flow water right of the AGENCY diverted from Medano Creek under the water rights listed in Exhibit B by supplying water to the top of the affected Stream Reach. Instead, the Subdistricts will remedy injurious stream depletions under this Contract, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

3.2.1.2 This Contract applies on each day during the term of the Contract that any of the water rights listed in Exhibit B 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 as determined by the Colorado Division of Water Resources.

3.3 **Consideration.** The Subdistrict and AGENCY agree that the consideration and compensation provided to Contract Holder from the Subdistrict is the inclusion of the wells listed in Exhibit A in the Subdistrict's ARP so that said wells will comply with the Groundwater Use Rules

3.4 **No Subordination or Waiver of Right to Call.** The forbearance by AGENCY under this Contract 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. Under this Contract, AGENCY will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Contract, AGENCY will not require the Subdistricts to make water available for the water rights listed in Exhibit B to offset depletions that would otherwise have to be replaced by the Subdistricts under its ARP.

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If to AGENCY:

Superintendent
Great Sand Dunes National Park and Preserve
11999 State Highway 150
Mosca, Colorado 81146

If to Rio Grande Water Conservation
District or Subdistrict:

Cleave Simpson, General Manager
Rio Grande Water Conservation District
8805 Independence Way
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or such other address as such party may have given to the other by notice pursuant to this Paragraph.

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- 4.10 **Construction.** All section, paragraph, and exhibit references used in this Contract are to this Contract unless otherwise specified.
- 4.11 **Authorizations.** The governing bodies of each of the Parties have authorized by resolution the execution of this Contract.
- 4.12 **No Third-Party Beneficiaries.** This Contract is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer any rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
- 4.13 **Force Majeure.** Subject to the terms and conditions in this paragraph, no party to this Contract shall be liable for any delay or failure to perform under this Contract due solely to conditions or events of Force Majeure, specifically a) acts of God, b) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, c) sabotage, d) vandalism beyond that which can be reasonably prevented, e) terrorism, f) war, and g) riots provided that: A) the non-performing Party gives the other Parties prompt written notice describing the particulars of the occurrence of the Force Majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure event or condition; and C) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Parties describing the actions taken to remedy the consequences of the Force Majeure event or condition. In the event of a change in municipal (or other local governmental entity), state or federal law or practice that prohibits or delays performance, the obligation to seek a remedy shall extend to making reasonable efforts to reform the Contract in a manner consistent with the change that provides the Parties substantially the same benefits as this Contract, provided, however, that no such reformation shall increase the obligations of any of the Parties. In the event any delay or failure of performance on the part of the party claiming Force Majeure continues for an uninterrupted period of more than three hundred sixty-five (365) days from its occurrence or inception as noticed pursuant to this Contract, all of the Parties not claiming Force Majeure may, at any time

following the end of such one year period, terminate this Contract upon written notice to the Party claiming Force Majeure, without further obligation by any of the Parties.

- 4.14 **Non-Business Days.** If any date for any action under this Contract falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Rule 6 of the Colorado Rules of Civil Procedure, then the relevant date shall be extended automatically until the next business day.
- 4.15 **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, drafted this Contract jointly.
- 4.16 **Non-Severability.** Each paragraph of this Contract is intertwined with the others and is not severable unless by mutual consent of the Parties in writing.
- 4.17 **Effect of Invalidity.** If any portion of this Contract is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as nearly as possible give effect to any stricken portion(s).
- 4.19 **Governmental Immunity.** No term or condition of this Contract 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, sections 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.

This Contract is effective as of the day and year first above written.

Signatures follow on separate page

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

**UNITED STATES DEPARTMENT OF
THE INTERIOR, NATIONAL PARK
SERVICE**

By: _____

Name: _____

Title: _____

Marisa Ficke

MARISA FICKE

Program Manager

ATTEST:

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**PAMELA
RICE**

Digitally signed by
PAMELA RICE
Date: 2020.04.15
08:43:24 -06'00'

Pamela Rice

Superintendent

By: _____

Name: _____

Title: _____

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2020 between the Rio Grande Water 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 Enterprises ("Subdistrict") and The Nature Conservancy ("TNC"), (sometimes collectively referred to as the "Parties").

RECITALS

A. TNC owns and operates 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 83.33 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 2020.

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, 2020 through April 30, 2021.

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 2020 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

| <u>Priority No.</u> | <u>Amount (c.f.s.)</u> |
|---------------------|------------------------|
| 3 | 33.33 |
| 4 | 16.66 |
| 6 | 13.33 |
| 8 | 20.00 |

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

3. Payment. The 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 2020 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:

Senior Attorney, Water Rights
2424 Spruce Street
Boulder, CO 80302

To the District or Subdistrict:

District Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

6. Remedies. In the event of 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 to 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.

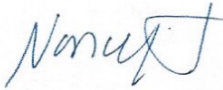
7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State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

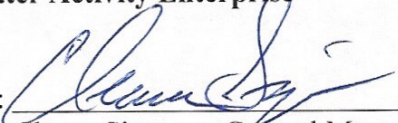
7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

The Nature Conservancy

By:  3/30/2020
Nancy Fishbein, Director of Protection Date

ACCEPTED:

**The Rio Grande Water Conservation District,
Water Activity Enterprise**

By:  4-2-2020
Cleave Simpson, General Manager Date

APPROVED:

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

By:  4-2-2020
Marisa Fricke, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2020 between the Rio Grande Water 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 Enterprises ("Subdistrict") and the Colorado Division of Parks and Wildlife and the Rio Grande Water Conservation District ("Water Right Owners"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Water Right Owners hold water rights to the San Luis Lake ("Lake"). The Lake is an off-channel reservoir. The following described structures, having points of diversion on the Main Conveyance Channel for the Closed Basin Project may be used to fill San Luis Lake:

1. San Luis Lake Feeder Canal, which has a capacity of 135 cfs, is located on a parcel of land in SW1/4 of Section 26, T40N, R11E, N.M.P.M., Alamosa County, Colorado, being more particularly described as follows:

Beginning with a strip of land 400 feet wide having a uniform width of 200 feet on each side of the following described centerline: Beginning at a point whence the NW corner of Section 26 bears N 01°59' W, 1,325.5 feet, N 35°26' W 2,385.5 feet, and N 01°59' W, 1,325.5 feet; thence S 83°34'07" E 1,194 feet; thence continuing S 83°34'07" E, with a strip of land 160 feet wide with a uniform width of 80 feet on each side of centerline, 815 feet; thence N 67°33'26" E, 37.99 feet; thence N 67°33'26" E, with a strip of land 80 feet wide with a uniform width of 40 feet on each side of centerline, 116 feet to San Luis Lake.

2. Head Lake Pipeline, which has capacity of 10 cfs, is located on a parcel of land in Section 15, T40N., R11E., N.M.P.M., Alamosa County, Colorado, being more particularly described as follows:

A strip of land 80 feet wide with a uniform width of 40 feet on each side of the following described centerline: Beginning at a point whence the W1/4 corner of Section 15 bears N 45°34' W, 975.53 feet and N 00°19' E, 1349.3 feet; thence N 61°13'47" E, 3,831.64 feet.

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 for diversion to the Lake may be reduced by the stream depletions caused by wells that are covered by the ARPs. 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 Owners, 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 2020.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2020 through April 30, 2021.

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 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 Lake's water right will be calculated each day the Lake 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 Lake would have been able to divert, 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 2020 ARPs as approved by the State and Division Engineers. The

actual amount of injurious depletions to the Lake 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 Lake's water rights, as decreed in Case No. 87CW14 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 Lake 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 Lake to divert and 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 Owners 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.

5. No Subordination or Waiver of Right to Call. The forbearance by the Water Right Owners under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Lake's water right. Under this Agreement the Water Right Owners will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Water Right Owners will not require the Subdistrict to make water available for diversion at the headgate of the Ditch to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2020 Annual Replacement Plans.

6. 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 Owners:

District Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

To the District or Subdistrict:

District Manager
Rio Grande Water Conservation District

8805 Independence Way
Alamosa, CO 81101

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

7. Remedies. In the event of Water Right Owners' 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' 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.

8. Miscellaneous Provisions.

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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 Owners 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.

8.5. 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.

8.6. 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 Owners 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 Owners, which consent must not be unreasonably withheld.

8.7. 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.

8.8. 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.

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

8.10. 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: Marisa Fricke

4-15-2020
Date

Colorado Division of Parks and Wildlife

By: _____

Date

ACCEPTED:

**The Rio Grande Water Conservation District,
Water Activity Enterprise**

By: Cleave Simpson
Cleave Simpson, General Manager

4-15-2020
Date

APPROVED:

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

By: Marisa Fricke
Marisa Fricke, Program Manager

4-15-2020
Date

APPENDIX P

| WDID | Structure | Associated Permits | Uses Under Contract | Consumptive Use % | Status |
|------|-----------|--------------------|------------------------------------|--|-------------------|
| 1 | 2010218 | 8783-R | Irrigation | 83% | Added by Contract |
| 2 | 2010790 | 59652-F | Commercial | 40% | Added by Contract |
| 3 | 2013363 | 20434-F | Potato Processing | 40% | Added by Contract |
| 4 | 2013790 | 50471-F | Irrigation, Fish, Stock | 39% | Added by Contract |
| 5 | 2009213 | 13228-R | Irrigation | 83% | Added by Contract |
| 6 | 2014169 | 45486-F | Potato Transportation | 100% | Added by Contract |
| 7 | 2012671 | 37440-F-R | Commercial | 100% | Added by Contract |
| 8 | 2706176 | 000W014 | Irrigation, stock,commercial | 40% | Added by Contract |
| 9 | 2013632 | 18969-F | Domestic, Irrigation | 100% | Added by Contract |
| 10 | 2014485 | 76743-F | Commercial, Irrigation (Lawn) | 100% | Added by Contract |
| 11 | 2014319 | 19986-F | Domestic , Irrigation (Lawn) | 100% | Added by Contract |
| 12 | 2014042 | 22626-F | Irrigation | 83% | Added by Contract |
| 13 | 2012463 | 1841-R-R | Irrigation | 83% | Added by Contract |
| 14 | 2011336 | W1793 Well #8 | Irrigation, Stock, Fish Culture | 100% | Added by Contract |
| 15 | 2014487 | 75832-F | Commercial | 100% | Added by Contract |
| 16 | 2010597 | W 1373 | Stock, Irrigation | 100% | Added by Contract |
| 17 | 2013802 | 31218F | Commercial | 100% | Added by Contract |
| 18 | 2012011 | 77265-F | Irrigation | 83% | Added by Contract |
| 19 | 2008176 | 25418-F | Domestic, Irrigation, Livestock | 100% | Added by Contract |
| 20 | 2014562 | 302748 | Home, garden | 100% | Added by Contract |
| 21 | 2010249 | 58182-A | Domestic, Commercial | 100% | Added by Contract |
| 22 | 2705171 | 46704-F | Humidification | 100% | Added by Contract |
| 23 | 2705848 | 80636-F | Irrigation, Commercial | 100% | Added by Contract |
| 24 | 2014554 | 039810-F | Humidification | 100% | Added by Contract |
| 25 | 2008349 | 03396-F | Commercial | 100% | Added by Contract |
| 26 | 2005732 | 9252-F | Irrigation | 83% | Added by Contract |
| 27 | 2005733 | 24767-F-R | Irrigation | 83% | Added by Contract |
| 28 | 2005734 | 24768-F | Irrigation | 83% | Added by Contract |
| 29 | 2008226 | 24772-F | Irrigation | 83% | Added by Contract |
| 30 | 2014273 | 42693-F | Irrigation | 83% | Added by Contract |
| 31 | 2706295 | 67151-F | Composting | 100% | Added by Contract |
| 32 | 2011719 | 48836-F | Domestic, Irrigation | 100% | Added by Contract |
| 33 | 2008591 | 7302-R | Irrigation | 83% | Added by Contract |
| 34 | 2014307 | 41413-F | Commercial | 100% | Added by Contract |
| 35 | 2014495 | 50413-F | Commercial | 100% | Added by Contract |
| 36 | 2014552 | 83869-F | Irrigation | 83% | Added by Contract |
| 37 | 2014557 | 043790-F | Approximate | 100% | Added by Contract |
| 38 | 2014535 | 47945-F | Irrigation | 83% | Added by Contract |
| 39 | 2011180 | 47875-F | Irrigation | 83% | Added by Contract |
| 40 | 2013867 | 60849-F | Commercial, Humidification | 100% | Added by Contract |
| 41 | 2014017 | 43118-F | Commercial, Humidification | 100% | Added by Contract |
| 42 | 2009233 | 12473-R | Irrigation | 83% | Added by Contract |
| 43 | 2009826 | W-889 | Domestic and Commercial | 100% | Added by Contract |
| 44 | 2012031 | 3918-F | Irrigation, Fish Culture | Please See Section 1 of ARP ¹ | Added by Contract |
| 45 | 2008891 | 23559-F-R | Domestic | 38% | Added by Contract |
| 46 | 2008889 | 23557-F-R | Irrigation | 83% | Added by Contract |
| 47 | 2008890 | 23558-f | Irrigation | 83% | Added by Contract |
| 48 | 2008922 | 1833-R | Irrigation | 83% | Added by Contract |
| 49 | 2014434 | 42933-F | Humidification | 100% | Added by Contract |
| 50 | 2706183 | 50383-F | Humidification | 100% | Added by Contract |
| 51 | 2014166 | 5986-F | Industrial | 100% | Added by Contract |
| 52 | 2010240 | 46612-F-R | Commercial | 100% | Added by Contract |
| 53 | 2012418 | | Irrigation | 83% | Added by Contract |
| 54 | 2010686 | 57640 | Domestic, Commercial | 10% | Added by Contract |
| 55 | 2014544 | 29074-F | Humidification | 100% | Added by Contract |
| 56 | 2014561 | 22784-F | Humidification | 100% | Added by Contract |
| 57 | 2008815 | 37510 | Domestic | 100% | Added by Contract |
| 58 | 2705323 | 13010-R | Irrigation and Stock | 100% | Added by Contract |
| 59 | 2705324 | 13009-R | Irrigation and Stock | 100% | Added by Contract |
| 60 | 2705326 | 4413-F | Irrigation | 83% | Added by Contract |
| 61 | 2706243 | 24009-F | Irrigation | 83% | Added by Contract |
| 62 | 2008576 | 20782-R | Recreational, domestic, irrigation | 11.90% | Added by Contract |
| 63 | 2013341 | 17197-F | Irrigation and commercial | 10% | Added by Contract |
| 64 | 2011008 | 474-R | Irrigation | 83% | Added by Contract |
| 65 | 2009681 | 6070-R | Irrigation | 83% | Added by Contract |
| 66 | 2008995 | 2788-F | Commercial and Industrial | 100% | Added by Contract |
| 67 | 2008897 | 78494-F | Commercial and Industrial | 100% | Added by Contract |
| 68 | 2706327 | 286804 | Commercial | 100% | Added by Contract |
| 69 | 2014560 | 42536-F | Commercial/Potato Humidification | 100% | Added by Contract |
| 70 | 2013796 | 50632 | Commercial/humidification | 100% | Added by Contract |
| 71 | 2014556 | 42721-F | Humidification/Potato Warehouse | 100% | Added by Contract |
| 72 | 2012920 | 43470-F | Potato Humidification | 100% | Added by Contract |
| 73 | 2014563 | 21576-F | Household & Potato Storage | 100% | Added by Contract |
| 74 | 2011386 | 33437-F | Domestic Commercial | 100% | Added by Contract |

APPENDIX P

| WDID | Structure | Status |
|------------|-----------------------|--------------------------|
| 1 2005006 | W0099 WELL NO 08 | Removed 2010 Abandonment |
| 2 2005012 | W0106 WELL NO 03 | Removed 2010 Abandonment |
| 3 2005029 | W0131 WELL NO 02 | Removed 2010 Abandonment |
| 4 2005030 | W0131 WELL NO 03 | Removed 2010 Abandonment |
| 5 2005061 | W0161 WELL NO 02 | Removed 2010 Abandonment |
| 6 2005081 | W1903 WELL NO 04 | Removed 2010 Abandonment |
| 7 2005089 | W2067 WELL NO 03 | Removed 2010 Abandonment |
| 8 2005113 | W2556 WELL NO 01 | Removed 2010 Abandonment |
| 9 2005114 | W2565 WELL NO 02 | Removed 2010 Abandonment |
| 10 2005123 | W0304 WELL NO 02 | Removed 2010 Abandonment |
| 11 2005124 | W0307 WELL NO 01 | Removed 2010 Abandonment |
| 12 2005136 | W0340 WELL NO 01 | Removed 2010 Abandonment |
| 13 2005144 | W0359 WELL NO 02 | Removed 2010 Abandonment |
| 14 2005154 | W0408 WELL NO 01 | Removed 2010 Abandonment |
| 15 2005169 | W0471 WELL NO 04 | Removed 2010 Abandonment |
| 16 2005183 | W0547 WELL NO 01 | Removed 2010 Abandonment |
| 17 2005196 | W0674 WELL NO 01 | Removed 2010 Abandonment |
| 18 2005354 | W0597 WELL NO 02 | Removed 2010 Abandonment |
| 19 2005356 | W0115 WELL NO 09 | Removed 2010 Abandonment |
| 20 2005362 | W0079 WELL NO 04 | Removed 2010 Abandonment |
| 21 2005374 | W0840 WELL NO 01 | Removed 2010 Abandonment |
| 22 2005376 | W0102 WELL NO 27 | Removed 2010 Abandonment |
| 23 2005396 | W3463 WELL NO 01 | Removed 2010 Abandonment |
| 24 2005412 | W0075 WELL NO 01 | Removed 2010 Abandonment |
| 25 2005891 | W3972 WELL NO 07 | Removed 2010 Abandonment |
| 26 2008912 | W0356 WELL NO PUMP 05 | Removed 2010 Abandonment |
| 27 2011756 | W1989 WELL NO 04 | Removed 2010 Abandonment |
| 28 2011898 | W2065A WELL NO 04 | Removed 2010 Abandonment |
| 29 2013558 | W3723 WELL NO 02 | Removed 2010 Abandonment |
| 30 2705009 | W1510 WELL NO IRR 02 | Removed 2010 Abandonment |
| 31 2705033 | W0478 WELL NO 02 | Removed 2010 Abandonment |
| 32 2705493 | W1417 WELL NO 02 | Removed 2010 Abandonment |