

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

ANNUAL REPLACEMENT PLAN
2017 PLAN YEAR
APPENDICES

Prepared

April 11, 2017

By

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APPENDIX A

2017 SUBDISTRICT NO. 1 WELL LIST

Current Tabulation of Wells Included in Subdistrict No. 1

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2005001		2005006		2005007	0.00	2005012		2005013	
2005018	92.00	2005019		2005022	72.00	2005029		2005030	
2005033	146.00	2005035	76.00	2005037	102.00	2005038	95.00	2005040	
2005041	113.00	2005042		2005046	71.00	2005047		2005048	
2005049	107.00	2005050	82.00	2005051		2005052	82.00	2005053	76.00
2005056		2005057	76.00	2005058	42.00	2005059	91.00	2005061	
2005062		2005069		2005072		2005077		2005078	
2005080	63.00	2005081		2005084	119.00	2005085		2005089	
2005092	0.00	2005094	97.00	2005095	99.00	2005096	0.00	2005097	
2005098	30.00	2005102		2005103	86.00	2005104	107.00	2005105	
2005107	21.00	2005109		2005112		2005113		2005114	
2005115		2005116	259.00	2005119		2005120	104.00	2005121	26.00
2005122		2005123		2005124		2005125	122.00	2005126	
2005127	247.00	2005131		2005132	76.00	2005133	44.00	2005134	55.00
2005135	117.00	2005136		2005137	110.00	2005138	71.00	2005141	
2005142	0.00	2005144		2005145	113.00	2005148		2005152	
2005154		2005155	101.00	2005156	94.00	2005158		2005159	87.00
2005161	0.00	2005162	165.00	2005163	48.00	2005167		2005168	
2005169		2005170		2005171	0.00	2005172	232.00	2005173	
2005174		2005175		2005176	95.00	2005177	98.00	2005178	99.00
2005179		2005181	68.00	2005183		2005185		2005186	111.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2005187		2005192		2005193		2005196		2005197	33.00
2005201		2005202	121.00	2005203		2005205	0.00	2005206	101.00
2005207	113.00	2005208		2005211	81.00	2005212	95.00	2005315	
2005316	142.00	2005322	184.00	2005324	293.00	2005325	91.00	2005326	
2005334	75.00	2005335		2005336		2005337	93.00	2005338	
2005339	93.00	2005340	107.00	2005342		2005344	0.00	2005354	
2005355		2005356		2005362		2005374		2005376	
2005383	144.00	2005384	113.00	2005388	81.00	2005391	76.00	2005393	
2005396		2005398	101.00	2005399	90.00	2005407	203.00	2005408	
2005409	84.00	2005410	71.00	2005411	63.00	2005412		2005424	49.00
2005425	57.00	2005427		2005429	111.00	2005430	113.00	2005431	119.00
2005433	58.00	2005434	44.00	2005435	67.00	2005439	170.00	2005443	30.00
2005444	2.00	2005445		2005446	34.00	2005447	14.00	2005448	7.00
2005450		2005451	76.00	2005452	59.00	2005453		2005454	63.00
2005457		2005458		2005459		2005461	118.00	2005462	
2005465	83.00	2005466	48.00	2005467	75.00	2005468	28.00	2005469	71.00
2005470	22.00	2005471	68.00	2005472		2005473		2005474	53.00
2005476	20.00	2005479		2005480		2005481	146.00	2005482	56.00
2005483	44.00	2005484	104.00	2005488	32.00	2005489	32.00	2005490	93.00
2005491		2005492		2005493	102.00	2005494	124.00	2005495	124.00
2005496	48.00	2005497	118.00	2005498	101.00	2005499	198.00	2005503	61.00
2005504	279.00	2005505	51.00	2005507	63.00	2005508	65.00	2005509	38.00
2005510	29.00	2005511	26.00	2005512	0.00	2005513	21.00	2005514	21.00
2005515	35.00	2005516	47.00	2005517	45.00	2005518	33.00	2005519	74.00
2005520	38.00	2005521	83.00	2005522	113.00	2005523	22.00	2005524	79.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2005525	97.00	2005526	59.00	2005527	90.00	2005528	90.00	2005529	43.00
2005530	56.00	2005531	57.00	2005532	49.00	2005533	44.00	2005534	55.00
2005535	111.00	2005536	67.00	2005537	20.00	2005538	20.00	2005540	
2005560	116.00	2005562		2005567	69.00	2005568	82.00	2005569	63.00
2005570	63.00	2005571	95.00	2005572	95.00	2005573		2005574	206.00
2005575		2005576	194.00	2005578	95.00	2005579	95.00	2005580	
2005581		2005582	62.00	2005583	60.00	2005584	55.00	2005585	55.00
2005586	112.00	2005587	112.00	2005588	116.00	2005589	93.00	2005590	85.00
2005592	192.00	2005593	97.00	2005594	35.00	2005595	40.00	2005596	150.00
2005597	111.00	2005598	114.00	2005599	102.00	2005601	61.00	2005603	63.00
2005604	71.00	2005605	86.00	2005608	178.00	2005609	42.00	2005610	84.00
2005612	97.00	2005613	60.00	2005614	85.00	2005617	77.00	2005621	75.00
2005641		2005642	14.00	2005643	14.00	2005645	299.00	2005646	0.00
2005648	305.00	2005651		2005652	34.00	2005653	33.00	2005654	33.00
2005656	72.00	2005657		2005658		2005659	40.00	2005660	40.00
2005662	79.00	2005663	79.00	2005664		2005665	52.00	2005666	52.00
2005668	57.00	2005669	57.00	2005670	101.00	2005671	66.00	2005672	0.00
2005673	80.00	2005674	71.00	2005675	65.00	2005676	70.00	2005677	80.00
2005678	41.00	2005679	41.00	2005680	69.00	2005681	69.00	2005682	45.00
2005683	45.00	2005684	90.00	2005685	90.00	2005686		2005687	200.00
2005688		2005689	93.00	2005690	83.00	2005691	83.00	2005692	103.00
2005693	103.00	2005694	6.00	2005695	6.00	2005696		2005697	94.00
2005698	103.00	2005699	103.00	2005700	0.00	2005701		2005702	104.00
2005703	65.00	2005704	104.00	2005705	65.00	2005706		2005707	115.00
2005708		2005709	128.00	2005710	82.00	2005711	82.00	2005712	0.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2005713	283.00	2005714	67.00	2005715	67.00	2005716	66.00	2005717	66.00
2005718	121.00	2005719	121.00	2005720	0.00	2005721	119.00	2005722	
2005723	57.00	2005726	49.00	2005727	86.00	2005728	2.00	2005729	256.00
2005730		2005731	185.00	2005738		2005739	117.00	2005740	110.00
2005741	110.00	2005742	25.00	2005743	25.00	2005745	46.00	2005746	46.00
2005747	38.00	2005748	10.00	2005749	37.00	2005750	47.00	2005751	34.00
2005752	36.00	2005753	44.00	2005754	74.00	2005755	45.00	2005756	45.00
2005757	43.00	2005758	61.00	2005759	61.00	2005760	35.00	2005761	43.00
2005762	41.00	2005763	72.00	2005764	69.00	2005765	69.00	2005766	17.00
2005767	10.00	2005768	10.00	2005769	12.00	2005770	15.00	2005771	14.00
2005772	125.00	2005773	87.00	2005774	65.00	2005775	65.00	2005776	34.00
2005777	34.00	2005778	60.00	2005779	60.00	2005780	42.00	2005781	71.00
2005782	47.00	2005784	122.00	2005785		2005786	99.00	2005787	33.00
2005789	59.00	2005791	119.00	2005793		2005798		2005799	
2005801	220.00	2005803	88.00	2005806		2005807	104.00	2005809	66.00
2005811	80.00	2005812		2005813	75.00	2005814	78.00	2005815	39.00
2005816	0.00	2005817	206.00	2005818		2005819	91.00	2005820	60.00
2005821	58.00	2005822		2005823	76.00	2005824	31.00	2005825	31.00
2005826	56.00	2005827	40.00	2005828	181.00	2005829	105.00	2005830	49.00
2005831	47.00	2005832	43.00	2005833	43.00	2005834		2005835	
2005836	39.00	2005837	37.00	2005838	78.00	2005839	32.00	2005840	37.00
2005841	36.00	2005842	45.00	2005843	44.00	2005844	21.00	2005845	22.00
2005846	62.00	2005847	62.00	2005848	39.00	2005849	39.00	2005850	72.00
2005851	34.00	2005852	41.00	2005853	41.00	2005855	66.00	2005857	0.00
2005859	95.00	2005862	69.00	2005864	88.00	2005866		2005868	21.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2005869		2005870	69.00	2005871		2005876	104.00	2005884	98.00
2005886	21.00	2005907	10.00	2005909	77.00	2005913	77.00	2005916	38.00
2005918	38.00	2005919	38.00	2005920	38.00	2005921	12.00	2005923	91.00
2005924	107.00	2005926	84.00	2005928		2005929		2005930	68.00
2005931	136.00	2005932	195.00	2005933		2005934		2005935	247.00
2005936	194.00	2005937	19.00	2005941	12.00	2005948	99.00	2005949	99.00
2005950	22.00	2005951	5.00	2005952	84.00	2005953	36.00	2005954	36.00
2005955	5.00	2006003	61.00	2006004		2006005	19.00	2006007	65.00
2006008	63.00	2006009	158.00	2006010		2006011	95.00	2006013	92.00
2006014	92.00	2006016	63.00	2006017	87.00	2006018	87.00	2006019	
2006020	14.00	2006021	187.00	2006023	86.00	2006025		2006026	71.00
2006027	71.00	2006028	66.00	2006029	66.00	2006030	60.00	2006031	62.00
2006032	10.00	2006152	50.00	2006153	18.00	2006176	126.00	2006177	108.00
2006178	126.00	2006179	108.00	2006218	191.00	2006234		2006235	150.00
2006248	80.00	2006251	82.00	2006252	82.00	2006253	76.00	2006254	76.00
2006262	3.00	2006263	126.00	2006264	144.00	2006265		2006266	96.00
2006269		2006270	84.00	2006271		2006272	74.00	2006273	
2006274	82.00	2006275		2006276	122.00	2006277		2006278	106.00
2006279		2006280	157.00	2006281	54.00	2006282	54.00	2006283	12.00
2006284	74.00	2006285	74.00	2006286	75.00	2006287	75.00	2006288	49.00
2006289	26.00	2006290	61.00	2006291	61.00	2006292	32.00	2006293	32.00
2006294	32.00	2006297	152.00	2006298		2006299	120.00	2006300	80.00
2006301	33.00	2006302		2006304		2006305	67.00	2006306	
2006307	93.00	2006308		2006309	184.00	2006310	51.00	2006311	51.00
2006312	64.00	2006313	64.00	2006314	45.00	2006315	43.00	2006319	100.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2006320	100.00	2006321	1.00	2006322	1.00	2006323	13.00	2006324	
2006325	0.00	2006326	0.00	2006327	18.00	2006328	18.00	2006329	0.00
2006330	0.00	2006331	12.00	2006332	12.00	2006333	19.00	2006334	19.00
2006335	10.00	2006336	10.00	2006337	22.00	2006338	22.00	2006339	69.00
2006340		2006342	157.00	2006343		2006344	89.00	2006345	77.00
2006346	77.00	2006347	69.00	2006348		2006349	197.00	2006350	
2006351	79.00	2006352		2006353	127.00	2006354	53.00	2006355	52.00
2006356	77.00	2006358	121.00	2006359	104.00	2006360	93.00	2006361	
2006362	79.00	2006363		2006364	104.00	2006365	49.00	2006366	50.00
2006367	55.00	2006368	55.00	2006369	116.00	2006370	116.00	2006371	
2006372	105.00	2006373	0.00	2006374	88.00	2006375	119.00	2006376	119.00
2006377		2006378	0.00	2006379	156.00	2006380	95.00	2006381	
2006382	89.00	2006383	94.00	2006384	94.00	2006385	60.00	2006386	62.00
2006387		2006388	105.00	2006389		2006390	115.00	2006391	87.00
2006392	87.00	2006393		2006394	101.00	2006395		2006396	101.00
2006397	0.00	2006398	299.00	2006399		2006402	315.00	2006403	108.00
2006404		2006405	96.00	2006409		2006410	78.00	2006411	122.00
2006412		2006413	146.00	2006414	64.00	2006415	66.00	2006416	108.00
2006417		2006418	111.00	2006419		2006420	106.00	2006421	
2006422	177.00	2006423	63.00	2006424	63.00	2006427	99.00	2006428	110.00
2006429	71.00	2006430		2006431	75.00	2006434		2006435	84.00
2006436		2006437	118.00	2006438		2006439	97.00	2006440	
2006441	172.00	2006444	84.00	2006445		2006446		2006447	223.00
2006448		2006449	56.00	2006450	113.00	2006451	113.00	2006452	
2006453	99.00	2006454		2006455	85.00	2006457	90.00	2006458	90.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2006459	67.00	2006460	38.00	2006461	109.00	2006462	109.00	2006463	76.00
2006464	76.00	2006466	109.00	2006467		2006468	141.00	2006469	
2006470	103.00	2006471		2006472	224.00	2006473		2006474	100.00
2006475		2006476	87.00	2006478	26.00	2006479	95.00	2006480	121.00
2006481	77.00	2006482	77.00	2006483	102.00	2006491		2006492	60.00
2006493		2006494	79.00	2006495		2006496	301.00	2006497	0.00
2006498	219.00	2006499		2006500	160.00	2006501		2006502	98.00
2006504	85.00	2006512	101.00	2006513	81.00	2006514	81.00	2006515	106.00
2006516	106.00	2006517		2006518	127.00	2006519	99.00	2006520	99.00
2006521	108.00	2006522	108.00	2006523		2006524	99.00	2006525	12.00
2006526	79.00	2006527	117.00	2006528	67.00	2006529	67.00	2006530	
2006531	253.00	2006532	53.00	2006533	54.00	2006534	113.00	2006535	97.00
2006536	97.00	2006538	97.00	2006539		2006540	47.00	2006541	47.00
2006542	48.00	2006545	86.00	2006546		2006547	169.00	2006548	
2006549	101.00	2006555	113.00	2006557	52.00	2006559		2006560	82.00
2006561	82.00	2006562	119.00	2006563	156.00	2006564	103.00	2006565	
2006566		2006567	112.00	2006570	45.00	2006571	45.00	2006574	80.00
2006575	80.00	2006576	95.00	2006577	95.00	2006578		2006579	180.00
2006580	83.00	2006581	83.00	2006585	96.00	2006587	71.00	2006588	71.00
2006589	123.00	2006590		2006591		2006592		2006593	
2006594	143.00	2006595		2006596	27.00	2006597	49.00	2006598	26.00
2006599	49.00	2006601	62.00	2006602	93.00	2006604	29.00	2006605	46.00
2006606	46.00	2006608	22.00	2006609		2006610	154.00	2006611	
2006612	155.00	2006613		2006615	96.00	2006617	52.00	2006622	90.00
2006623	367.00	2006624	22.00	2006625		2006626	118.00	2006627	43.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2006628	43.00	2006629	44.00	2006630	41.00	2006631	86.00	2006632	107.00
2006633	113.00	2006635	92.00	2006637	75.00	2006643	73.00	2006644	85.00
2006645	85.00	2006646	117.00	2006647	117.00	2006648		2006649	73.00
2006653		2006654	19.00	2006655	19.00	2006656	20.00	2006659	58.00
2006662	20.00	2006668	70.00	2006669	70.00	2006670	93.00	2006673	94.00
2006675	165.00	2006678	194.00	2006679	102.00	2006684	9.00	2006685	9.00
2006686	9.00	2008001	189.00	2008002	31.00	2008003	73.00	2008005	157.00
2008008	100.00	2008009	128.00	2008011	122.00	2008012	85.00	2008016	43.00
2008017	90.00	2008018	111.00	2008026	156.00	2008027	88.00	2008030	33.00
2008031	33.00	2008032	34.00	2008033	51.00	2008034	75.00	2008037	99.00
2008038	96.00	2008039	110.00	2008040	103.00	2008041	56.00	2008042	56.00
2008046	46.00	2008048	45.00	2008050	46.00	2008129	11.00	2008130	11.00
2008139	108.00	2008141	121.00	2008142	53.00	2008143	53.00	2008144	29.00
2008145	29.00	2008146	44.00	2008147	44.00	2008148	46.00	2008149	46.00
2008150	63.00	2008153	57.00	2008154	57.00	2008155	30.00	2008156	30.00
2008161	73.00	2008163	85.00	2008164	77.00	2008166	37.00	2008167	37.00
2008168		2008169	38.00	2008172	65.00	2008173	65.00	2008174	0.00
2008177	16.00	2008178	16.00	2008180	112.00	2008181	112.00	2008182	64.00
2008183	64.00	2008185	111.00	2008186	67.00	2008187	67.00	2008188	289.00
2008190	212.00	2008193	200.00	2008195	137.00	2008196	90.00	2008197	71.00
2008198	52.00	2008199	50.00	2008203	61.00	2008204	102.00	2008207	195.00
2008213	64.00	2008214	34.00	2008215	34.00	2008216	56.00	2008220	37.00
2008221	37.00	2008222	37.00	2008223	9.00	2008224	0.00	2008225	12.00
2008229	28.00	2008230	28.00	2008231	28.00	2008235	109.00	2008238	68.00
2008239	103.00	2008240	59.00	2008241	35.00	2008243	76.00	2008251	95.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2008252	224.00	2008254	82.00	2008257		2008258	57.00	2008262	62.00
2008266	53.00	2008270	38.00	2008271	38.00	2008272	13.00	2008273	13.00
2008274	128.00	2008275	128.00	2008276	38.00	2008277	13.00	2008283	132.00
2008285	47.00	2008286	47.00	2008287	52.00	2008288	52.00	2008289	53.00
2008290	101.00	2008291	190.00	2008292	32.00	2008295		2008297	72.00
2008298	50.00	2008299	93.00	2008302	92.00	2008306	337.00	2008307	
2008308	122.00	2008309		2008310	99.00	2008317	101.00	2008318	
2008319	115.00	2008320	0.00	2008321		2008322	115.00	2008326	
2008336	197.00	2008342		2008344		2008345		2008346	
2008347		2008348	100.00	2008349		2008350	85.00	2008351	
2008355	93.00	2008358		2008359	103.00	2008360		2008361	83.00
2008362		2008363	50.00	2008364	50.00	2008365	96.00	2008366	
2008376	85.00	2008377	2.00	2008378	75.00	2008379		2008380	162.00
2008381	178.00	2008383		2008384		2008385	115.00	2008386	74.00
2008388		2008389	61.00	2008390	107.00	2008391	25.00	2008392	29.00
2008397	108.00	2008398		2008399	87.00	2008400		2008401	87.00
2008403	2.00	2008404		2008405		2008406	108.00	2008407	89.00
2008408		2008410	86.00	2008411	89.00	2008412		2008413	
2008414	84.00	2008418		2008419		2008420	99.00	2008422	59.00
2008423	61.00	2008425	64.00	2008427	96.00	2008428	101.00	2008429	104.00
2008431		2008432	67.00	2008433	69.00	2008434		2008435	138.00
2008436	103.00	2008437	0.00	2008438	115.00	2008439	63.00	2008440	49.00
2008441	49.00	2008442	0.00	2008443		2008444	60.00	2008446	102.00
2008447	84.00	2008448	126.00	2008449	92.00	2008450	63.00	2008451	92.00
2008452	105.00	2008453		2008454		2008455	113.00	2008456	78.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2008457	105.00	2008458	78.00	2008459	113.00	2008460		2008461	49.00
2008462	49.00	2008463	51.00	2008464		2008465	87.00	2008466	87.00
2008467	63.00	2008468		2008469		2008470		2008471	
2008472		2008473	98.00	2008474	67.00	2008475		2008476	52.00
2008477		2008478	98.00	2008479	98.00	2008480	67.00	2008481	69.00
2008482	7.00	2008484	76.00	2008485		2008486	76.00	2008499	
2008500		2008502	100.00	2008503	66.00	2008504	67.00	2008516	79.00
2008517		2008525	112.00	2008526		2008527	85.00	2008528	142.00
2008529		2008531		2008532		2008535		2008536	
2008537		2008539	64.00	2008551	118.00	2008552	108.00	2008553	111.00
2008556	106.00	2008566	76.00	2008567	0.00	2008571	104.00	2008574	101.00
2008578		2008579	228.00	2008580		2008581	106.00	2008583	
2008584	195.00	2008590	0.00	2008593	90.00	2008594		2008595	78.00
2008596		2008597		2008599	129.00	2008600		2008601	
2008602	31.00	2008610	6.00	2008612		2008613	92.00	2008614	127.00
2008615		2008616	104.00	2008617	92.00	2008620		2008621	91.00
2008623	66.00	2008624	91.00	2008626		2008627	103.00	2008628	
2008629	103.00	2008631		2008632	3.00	2008637		2008638	94.00
2008639	103.00	2008640		2008641	63.00	2008642		2008644	121.00
2008645		2008648		2008649		2008654	74.00	2008655	
2008657		2008658	88.00	2008660	160.00	2008661	140.00	2008662	78.00
2008663	327.00	2008668		2008669	106.00	2008670	79.00	2008671	198.00
2008677	26.00	2008678		2008679	87.00	2008680		2008681	
2008682		2008683	77.00	2008684	77.00	2008687	89.00	2008688	111.00
2008689	106.00	2008690		2008692	97.00	2008705	85.00	2008706	85.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2008707	82.00	2008708		2008709	82.00	2008710	138.00	2008711	
2008718		2008719		2008720	73.00	2008721		2008722	
2008723		2008724	54.00	2008725	190.00	2008727	97.00	2008728	
2008729	97.00	2008730		2008731		2008732	69.00	2008734	104.00
2008735	166.00	2008736		2008737		2008738	98.00	2008739	
2008740		2008741	77.00	2008742	77.00	2008743		2008744	46.00
2008745	106.00	2008746		2008747	101.00	2008748	99.00	2008749	83.00
2008750	85.00	2008751		2008752		2008753	83.00	2008754	85.00
2008763		2008764	88.00	2008765	0.00	2008766	0.00	2008767	154.00
2008768	21.00	2008769	86.00	2008770	0.00	2008772	38.00	2008773	
2008774		2008775		2008776	83.00	2008777		2008778	79.00
2008779		2008781	45.00	2008782	45.00	2008784	124.00	2008788	
2008789	95.00	2008792	139.00	2008793		2008794		2008795	145.00
2008798	97.00	2008799		2008800	85.00	2008801	85.00	2008802	
2008803	89.00	2008806	186.00	2008807		2008809	127.00	2008810	258.00
2008811		2008812	119.00	2008813	93.00	2008818		2008821	
2008822		2008823	80.00	2008824	105.00	2008825	105.00	2008826	80.00
2008827	0.00	2008828	77.00	2008829		2008830	86.00	2008834	
2008835	92.00	2008836	71.00	2008837	31.00	2008838	118.00	2008839	31.00
2008840		2008841		2008842		2008843	71.00	2008844	
2008845	1.00	2008846		2008847	118.00	2008848		2008849	
2008855		2008858		2008863	60.00	2008864	58.00	2008865	
2008869	23.00	2008870	0.00	2008871	160.00	2008874		2008876	80.00
2008879		2008880		2008886		2008887	58.00	2008888	60.00
2008893	111.00	2008894	49.00	2008895		2008896	111.00	2008897	3.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2008898		2008899	72.00	2008902	25.00	2008903	137.00	2008904	88.00
2008908		2008909		2008910	87.00	2008911	70.00	2008912	
2008915		2008916	81.00	2008917	81.00	2008918	65.00	2008919	
2008920		2008921		2008922	13.00	2008928		2008929	
2008932	89.00	2008933		2008934		2008935	89.00	2008938	84.00
2008939	104.00	2008940	95.00	2008942		2008943		2008944	
2008945		2008946		2008947		2008948		2008949	125.00
2008954		2008955	83.00	2008956	83.00	2008958	29.00	2008961	
2008962	97.00	2008963	97.00	2008964		2008965	102.00	2008967	0.00
2008968		2008973	69.00	2008974	0.00	2008975	374.00	2008977	
2008978	115.00	2008979		2008983		2008984	98.00	2008985	134.00
2008986	134.00	2008988	73.00	2008989		2008990		2008992	104.00
2008993		2008994		2008998	87.00	2009002	52.00	2009003	13.00
2009004	296.00	2009005		2009015		2009019		2009020	128.00
2009021	128.00	2009022		2009023	81.00	2009025	437.00	2009026	
2009043	61.00	2009044	0.00	2009045	44.00	2009047		2009048	70.00
2009049	104.00	2009050	203.00	2009051		2009052		2009053	
2009054		2009055	102.00	2009057	146.00	2009065	13.00	2009067	112.00
2009069	0.00	2009072	88.00	2009082		2009083	91.00	2009084	12.00
2009085	27.00	2009086	0.00	2009087	48.00	2009088		2009089	102.00
2009090	102.00	2009091		2009093		2009094		2009095	95.00
2009096		2009104	47.00	2009105	197.00	2009106		2009107	
2009108	114.00	2009110	77.00	2009111		2009112		2009113	116.00
2009114	123.00	2009115		2009118	0.00	2009120	221.00	2009121	255.00
2009122		2009123	10.00	2009131		2009132		2009133	

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2009134		2009135		2009136	199.00	2009137		2009139	
2009140	90.00	2009141	101.00	2009142		2009143		2009144	
2009145		2009146	63.00	2009147	85.00	2009148		2009150	
2009151		2009153		2009154	84.00	2009157	124.00	2009158	114.00
2009164		2009165		2009166		2009167	180.00	2009171	102.00
2009172		2009173	102.00	2009196	68.00	2009197	4.00	2009199	103.00
2009200		2009205	98.00	2009206		2009207	88.00	2009208	166.00
2009209	88.00	2009210		2009211		2009212	111.00	2009214	
2009216	167.00	2009217	213.00	2009218		2009219	94.00	2009220	94.00
2009222	105.00	2009223	109.00	2009224		2009228	270.00	2009229	
2009230	87.00	2009231	0.00	2009234	242.00	2009235	238.00	2009237	79.00
2009241		2009242		2009243	0.00	2009245	105.00	2009246	73.00
2009247	118.00	2009249	93.00	2009250		2009251		2009255	105.00
2009256		2009257		2009262		2009266	75.00	2009267	
2009269	111.00	2009270	105.00	2009271	20.00	2009274		2009275	52.00
2009276	80.00	2009277	111.00	2009292	112.00	2009295		2009296	
2009297		2009300	98.00	2009301	95.00	2009302		2009303	
2009304		2009305	94.00	2009306	115.00	2009310	124.00	2009311	
2009313	82.00	2009314	60.00	2009315	230.00	2009342	97.00	2009348	252.00
2009353		2009355		2009356	101.00	2009357	101.00	2009364	68.00
2009365	45.00	2009373		2009374	28.00	2009375		2009378	126.00
2009379	100.00	2009380	100.00	2009381		2009403	103.00	2009404	108.00
2009405		2009406	98.00	2009414	45.00	2009415	45.00	2009416	45.00
2009417	45.00	2009418	11.00	2009419		2009424	11.00	2009425	
2009451		2009452	93.00	2009456		2009457	19.00	2009458	15.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2009460		2009461	239.00	2009462		2009463	242.00	2009464	273.00
2009465	116.00	2009466		2009467	0.00	2009468	192.00	2009469	
2009470		2009471		2009472	169.00	2009476	0.00	2009477	73.00
2009478	103.00	2009486		2009487	58.00	2009499		2009503	96.00
2009509		2009511		2009515		2009517	22.00	2009521	
2009522	100.00	2009523	60.00	2009525		2009526	42.00	2009532	
2009533		2009536	115.00	2009537		2009538		2009539	60.00
2009541	105.00	2009542	87.00	2009544	0.00	2009546		2009547	
2009549	2.00	2009550	104.00	2009563		2009564		2009565	
2009567	176.00	2009570		2009571		2009572	92.00	2009573	107.00
2009574	104.00	2009576	93.00	2009577	136.00	2009578		2009587	139.00
2009588	107.00	2009603		2009604		2009605	72.00	2009606	89.00
2009609	49.00	2009617	118.00	2009655		2009657		2009668	
2009686	102.00	2009688	62.00	2009698	97.00	2009699		2009700	
2009701	77.00	2009702	60.00	2009703	85.00	2009704		2009705	141.00
2009719		2009720		2009721	131.00	2009724		2009739	121.00
2009741	73.00	2009742		2009743	81.00	2009744		2009754	75.00
2009755		2009770		2009771	289.00	2009788	56.00	2009795	32.00
2009798		2009799	21.00	2009800	93.00	2009801		2009816	
2009817		2009818	89.00	2009819	180.00	2009820		2009821	
2009823		2009824		2009825		2009831		2009833	
2009834	142.00	2009835	177.00	2009836	177.00	2009846	117.00	2009864	
2009865	5.00	2009866		2009867	33.00	2009876		2009905	132.00
2009906	157.00	2009928		2009932	128.00	2009933		2009934	198.00
2009935		2009940	106.00	2009944	0.00	2009945	160.00	2009946	72.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2009947	12.00	2009948	192.00	2009959		2009992	103.00	2009993	
2010005	171.00	2010006	234.00	2010007	85.00	2010008	96.00	2010009	125.00
2010010	0.00	2010011	0.00	2010013		2010014	116.00	2010015	75.00
2010016	77.00	2010017	77.00	2010018	169.00	2010019	108.00	2010020	108.00
2010025		2010045	48.00	2010046	66.00	2010047	58.00	2010057	103.00
2010088	82.00	2010089	122.00	2010090	74.00	2010110	119.00	2010111	
2010112	95.00	2010117		2010118		2010119		2010120	2.00
2010180	63.00	2010188	15.00	2010201		2010209		2010210	82.00
2010213	272.00	2010216	188.00	2010217		2010219	79.00	2010231	
2010234	0.00	2010235		2010236	115.00	2010237	146.00	2010245	0.00
2010246		2010261		2010262	216.00	2010263	81.00	2010270	43.00
2010272	100.00	2010292	92.00	2010294		2010295	51.00	2010312	
2010314	79.00	2010328	130.00	2010329	130.00	2010330	146.00	2010334	2.00
2010335	77.00	2010340	94.00	2010353	22.00	2010354	326.00	2010355	
2010356		2010363	276.00	2010364		2010365		2010396	95.00
2010397	95.00	2010400	185.00	2010401	27.00	2010402	12.00	2010404	134.00
2010405	98.00	2010433	51.00	2010442	76.00	2010448	80.00	2010466	55.00
2010499		2010500		2010521	105.00	2010543	88.00	2010544	88.00
2010546	57.00	2010547		2010548		2010549	86.00	2010550	156.00
2010558		2010559	28.00	2010560	28.00	2010561	61.00	2010568	142.00
2010587		2010590		2010618	182.00	2010619		2010622	150.00
2010628		2010629	78.00	2010648		2010674		2010675	
2010676	89.00	2010677	87.00	2010696	44.00	2010719	44.00	2010723	103.00
2010725	37.00	2010732	97.00	2010754	24.00	2010755	82.00	2010786	143.00
2010787		2010788	77.00	2010789	103.00	2010815		2010820	76.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2010821	196.00	2010822	0.00	2010823	0.00	2010833		2010840	
2010843		2010846	84.00	2010847		2010853		2010854	46.00
2010855	46.00	2010878	108.00	2010881	71.00	2010888		2010903	115.00
2010904	1.00	2010906	59.00	2010919	53.00	2010929	99.00	2010930	
2010939	38.00	2010940	10.00	2010973		2010974	81.00	2010985	142.00
2011003	34.00	2011004	0.00	2011005	1.00	2011006	96.00	2011007	23.00
2011009		2011012	0.00	2011020	212.00	2011021	40.00	2011039	
2011052		2011053		2011125	108.00	2011129	31.00	2011131	32.00
2011133		2011136		2011137	63.00	2011142		2011156	60.00
2011157	59.00	2011158	43.00	2011159	32.00	2011160	33.00	2011161	60.00
2011162	44.00	2011163	84.00	2011173		2011199	102.00	2011200	116.00
2011201		2011217		2011220	48.00	2011221		2011222	
2011272		2011285		2011299	109.00	2011325	11.00	2011326	107.00
2011331	0.00	2011332		2011333	109.00	2011409		2011410	86.00
2011411	61.00	2011412	74.00	2011413		2011414		2011422	97.00
2011423		2011424		2011425	58.00	2011426	3.00	2011455	0.00
2011457		2011458	84.00	2011459	84.00	2011472		2011559	
2011580	30.00	2011581	31.00	2011588	30.00	2011589	39.00	2011597	
2011598	39.00	2011605		2011606		2011608	72.00	2011609	72.00
2011621	98.00	2011632		2011634	139.00	2011640	101.00	2011676	
2011677	71.00	2011680		2011681		2011708	191.00	2011709	205.00
2011713	44.00	2011725	0.00	2011742	328.00	2011756		2011759	
2011796		2011797	160.00	2011798	93.00	2011799		2011800	
2011802		2011805		2011806		2011808		2011809	
2011810	0.00	2011816		2011817		2011818	66.00	2011820	185.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2011821		2011822		2011877	272.00	2011878	345.00	2011879	
2011880		2011895		2011896		2011897	91.00	2011898	
2011900		2011913	207.00	2011923	35.00	2011924		2011925	37.00
2011926	152.00	2011939		2011944	107.00	2011945	107.00	2011981	
2011982		2011983	97.00	2012001		2012002		2012026	0.00
2012030	44.00	2012032		2012033	44.00	2012045	252.00	2012046	
2012047		2012100	89.00	2012101		2012103	78.00	2012143	90.00
2012144		2012154		2012155	86.00	2012156		2012157	94.00
2012158		2012163	113.00	2012164		2012166	113.00	2012184	106.00
2012187	84.00	2012188	84.00	2012189	75.00	2012223	7.00	2012226	122.00
2012227		2012228	119.00	2012229	111.00	2012249	89.00	2012250	89.00
2012267	43.00	2012289		2012290	91.00	2012291	98.00	2012292	
2012293	75.00	2012294	75.00	2012295	88.00	2012296	85.00	2012297	85.00
2012298	106.00	2012299	2.00	2012300	136.00	2012314		2012348	87.00
2012349	153.00	2012373	23.00	2012374	510.00	2012375	68.00	2012376	272.00
2012377	68.00	2012378	153.00	2012379		2012380	44.00	2012381	
2012382	62.00	2012408		2012437		2012438		2012446	88.00
2012447		2012448	118.00	2012449	99.00	2012450	221.00	2012451	115.00
2012453		2012461	0.00	2012462		2012524	100.00	2012525	
2012530	107.00	2012537	87.00	2012539	229.00	2012540	45.00	2012541	77.00
2012587	110.00	2012588	102.00	2012589		2012597		2012598	80.00
2012599	88.00	2012600	25.00	2012601	19.00	2012602	88.00	2012608	0.00
2012609	70.00	2012610		2012611	70.00	2012628		2012636	
2012637	78.00	2012638	78.00	2012640	94.00	2012641	90.00	2012643	90.00
2012645		2012647	114.00	2012648	70.00	2012665	71.00	2012666	1.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2012667		2012668	135.00	2012669		2012670		2012672	59.00
2012673	60.00	2012676	90.00	2012679		2012699		2012887	
2013052	79.00	2013164	104.00	2013185		2013186		2013187	
2013188	104.00	2013241		2013242		2013249	151.00	2013252	41.00
2013253		2013254	74.00	2013267	95.00	2013306	89.00	2013308	121.00
2013311	62.00	2013316	129.00	2013319	48.00	2013321		2013322	166.00
2013323		2013328	63.00	2013329	73.00	2013330		2013331	37.00
2013332	43.00	2013339	184.00	2013340	65.00	2013342	96.00	2013344	106.00
2013345	111.00	2013346	119.00	2013347	78.00	2013350	119.00	2013351	119.00
2013364	111.00	2013365	259.00	2013366	80.00	2013373		2013375	101.00
2013377	104.00	2013381	45.00	2013382	226.00	2013388	111.00	2013389	82.00
2013390	81.00	2013406	98.00	2013410	86.00	2013411	94.00	2013415	100.00
2013416	101.00	2013418	91.00	2013432	230.00	2013440	115.00	2013441	127.00
2013442		2013443	139.00	2013444	87.00	2013445	0.00	2013447	139.00
2013448	78.00	2013449	79.00	2013450	196.00	2013451	121.00	2013457	61.00
2013461	117.00	2013462	91.00	2013464	0.00	2013465	83.00	2013466	119.00
2013505	250.00	2013506	102.00	2013508	119.00	2013510	209.00	2013511	63.00
2013512	105.00	2013513	97.00	2013514	97.00	2013517	246.00	2013518	40.00
2013520		2013522	54.00	2013524	60.00	2013525		2013526	112.00
2013527	94.00	2013528	68.00	2013529	69.00	2013530	60.00	2013531	69.00
2013532	65.00	2013533	66.00	2013534	64.00	2013535	57.00	2013536	62.00
2013537	289.00	2013538	254.00	2013539	123.00	2013541	227.00	2013542	106.00
2013543	102.00	2013544	107.00	2013547	76.00	2013548	73.00	2013549	80.00
2013550	111.00	2013551	7.00	2013552	103.00	2013553	102.00	2013554	0.00
2013555	49.00	2013556	62.00	2013557	63.00	2013558		2013559	67.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2013561	124.00	2013563	88.00	2013567	89.00	2013568	98.00	2013569	116.00
2013570	233.00	2013572	53.00	2013573	73.00	2013574	88.00	2013575	88.00
2013576	156.00	2013577	106.00	2013579	166.00	2013581	90.00	2013582	162.00
2013584	67.00	2013585	66.00	2013586	293.00	2013587	196.00	2013588	199.00
2013594	84.00	2013596		2013597	220.00	2013599		2013606	30.00
2013607	34.00	2013610	15.00	2013612	42.00	2013613	45.00	2013614	44.00
2013615	48.00	2013616	81.00	2013618		2013622	41.00	2013623	40.00
2013624	13.00	2013625	90.00	2013626	152.00	2013627	121.00	2013628	129.00
2013629	117.00	2013630	117.00	2013631	44.00	2013633	63.00	2013635	105.00
2013637	47.00	2013638	35.00	2013639	42.00	2013640	44.00	2013641	35.00
2013642	60.00	2013643	60.00	2013644	61.00	2013645	57.00	2013653	45.00
2013654	67.00	2013656	0.00	2013657	67.00	2013658	59.00	2013663	
2013664	97.00	2013665	103.00	2013668	132.00	2013669	46.00	2013670	25.00
2013671	60.00	2013672	62.00	2013673	71.00	2013674	68.00	2013675	69.00
2013676	69.00	2013677	65.00	2013678	66.00	2013679	64.00	2013680	57.00
2013683	9.00	2013684	73.00	2013685	73.00	2013686	90.00	2013688	90.00
2013690	207.00	2013692	29.00	2013693	69.00	2013694	61.00	2013695	160.00
2013699	50.00	2013701	107.00	2013705	67.00	2013706	89.00	2013708	60.00
2013711	25.00	2013712	57.00	2013713	68.00	2013714	24.00	2013715	42.00
2013719	26.00	2013720	30.00	2013721	41.00	2013722	43.00	2013724	36.00
2013725	36.00	2013728	5.00	2013730	36.00	2013731	26.00	2013734	73.00
2013744	0.00	2013745	0.00	2013746	56.00	2013747	41.00	2013748	44.00
2013749	49.00	2013750	24.00	2013751	47.00	2013752	32.00	2013753	43.00
2013754	43.00	2013755	43.00	2013756	220.00	2013760	99.00	2013762	106.00
2013774	10.00	2013779	114.00	2013780	85.00	2013781	147.00	2013782	115.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2013784	240.00	2013787	2.00	2013788	0.00	2013789	91.00	2013791	205.00
2013795	236.00	2013796	1.00	2013797	220.00	2013798	112.00	2013800	181.00
2013801	64.00	2013803	93.00	2013804	100.00	2013805	29.00	2013806	29.00
2013807	29.00	2013808	29.00	2013809	31.00	2013810	31.00	2013811	24.00
2013812	24.00	2013813	24.00	2013814	24.00	2013817	98.00	2013819	44.00
2013820	97.00	2013821	71.00	2013822	71.00	2013823	34.00	2013824	44.00
2013826		2013827	40.00	2013829	137.00	2013830	90.00	2013831	153.00
2013833	42.00	2013836	71.00	2013837	110.00	2013838	87.00	2013839	1.00
2013840	63.00	2013841	45.00	2013842	23.00	2013843	102.00	2013845	89.00
2013847	42.00	2013848	38.00	2013850	31.00	2013851	31.00	2013852	21.00
2013853	21.00	2013854	21.00	2013855	53.00	2013856	93.00	2013858	148.00
2013859	138.00	2013860	46.00	2013862	53.00	2013863	52.00	2013864	52.00
2013866	212.00	2013868	62.00	2013873	63.00	2013874	63.00	2013875	99.00
2013879	60.00	2013880	60.00	2013881	62.00	2013882	108.00	2013884	235.00
2013886	106.00	2013887	12.00	2013888	91.00	2013890	172.00	2013891	62.00
2013892	74.00	2013893	95.00	2013894		2013895	75.00	2013896	124.00
2013902		2013905	57.00	2013906	93.00	2013907	172.00	2013908	
2013909	31.00	2013910		2013911		2013912		2013913	98.00
2013914	70.00	2013915	94.00	2013916	140.00	2013925	120.00	2013927	2.00
2013928	3.00	2013929	72.00	2013931	93.00	2013932	38.00	2013934	0.00
2013935	80.00	2013937	70.00	2013938	103.00	2013943	38.00	2013944	61.00
2013945		2013946	31.00	2013947	37.00	2013948	52.00	2013949	97.00
2013950	44.00	2013952	48.00	2013953	45.00	2013954	30.00	2013955	16.00
2013956	27.00	2013957	35.00	2013958	97.00	2013959	58.00	2013960	61.00
2013962	18.00	2013965	63.00	2013966	57.00	2013967	52.00	2013969	73.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2013970	71.00	2013974	93.00	2013975	89.00	2013977	57.00	2013982	31.00
2013983	93.00	2013986	69.00	2013987		2013994	91.00	2013995	123.00
2013996	118.00	2013997	270.00	2013998	118.00	2013999		2014000	16.00
2014001	81.00	2014002	238.00	2014003	207.00	2014004	147.00	2014005	68.00
2014007		2014013	72.00	2014014	72.00	2014015	108.00	2014016	74.00
2014018	74.00	2014019	79.00	2014020	0.00	2014021	52.00	2014022	101.00
2014023	61.00	2014024	43.00	2014025	51.00	2014026		2014027	104.00
2014028	69.00	2014029	0.00	2014030	155.00	2014032	135.00	2014033	93.00
2014034	108.00	2014035	32.00	2014036	113.00	2014037	113.00	2014038	1.00
2014041	44.00	2014043	95.00	2014044	105.00	2014045	4.00	2014046	4.00
2014047	63.00	2014048	66.00	2014049	66.00	2014050	37.00	2014051	30.00
2014052	29.00	2014054	11.00	2014055	121.00	2014057	99.00	2014058	47.00
2014059	114.00	2014060	43.00	2014061	0.00	2014080	19.00	2014081	22.00
2014082	22.00	2014083	69.00	2014084	69.00	2014085	69.00	2014086	10.00
2014087	10.00	2014088	13.00	2014090	0.00	2014091	1.00	2014092	1.00
2014093		2014100	2.00	2014102	0.00	2014103	53.00	2014105	427.00
2014106	427.00	2014107	3.00	2014116	43.00	2014117	44.00	2014118	86.00
2014119	86.00	2014120	93.00	2014121	93.00	2014122	41.00	2014124	124.00
2014125	167.00	2014126	81.00	2014128	196.00	2014129	105.00	2014130	215.00
2014131	183.00	2014132	146.00	2014134	105.00	2014135	118.00	2014136	38.00
2014137	92.00	2014138	6.00	2014139	39.00	2014142	47.00	2014143	104.00
2014144	0.00	2014145	172.00	2014147	180.00	2014148	75.00	2014150	107.00
2014151	229.00	2014152	100.00	2014155	103.00	2014156	1.00	2014157	45.00
2014158	188.00	2014160	98.00	2014161	175.00	2014162	54.00	2014163	199.00
2014168	69.00	2014170	95.00	2014173	5.00	2014175	104.00	2014176	32.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2014177	91.00	2014178	93.00	2014180	90.00	2014182	49.00	2014183	62.00
2014184	84.00	2014185	63.00	2014187	89.00	2014188	152.00	2014189	77.00
2014190	31.00	2014191	70.00	2014192	50.00	2014193	61.00	2014194	95.00
2014196	36.00	2014197	43.00	2014198	38.00	2014199	39.00	2014200	
2014201	38.00	2014202	13.00	2014203		2014204	62.00	2014205	96.00
2014206	67.00	2014207	55.00	2014208		2014209	61.00	2014210	61.00
2014211	38.00	2014212	39.00	2014213	59.00	2014214	72.00	2014215	
2014216		2014218		2014219	87.00	2014220	35.00	2014222	60.00
2014226	125.00	2014227	46.00	2014228	46.00	2014229	30.00	2014230	58.00
2014234		2014235	43.00	2014237	170.00	2014238	135.00	2014239	27.00
2014240	52.00	2014241	67.00	2014242	38.00	2014243	71.00	2014244	11.00
2014245	74.00	2014255	45.00	2014256	128.00	2014257	17.00	2014258	48.00
2014259	191.00	2014261	51.00	2014262	50.00	2014263	83.00	2014264	13.00
2014265	26.00	2014266	20.00	2014267	10.00	2014268	10.00	2014270	15.00
2014271	28.00	2014274	4.00	2014275	68.00	2014276	26.00	2014278	218.00
2014279	166.00	2014280	176.00	2014281	216.00	2014282	280.00	2014283	232.00
2014286	75.00	2014287	45.00	2014288	52.00	2014289		2014290	146.00
2014291	87.00	2014292	163.00	2014293	78.00	2014294	150.00	2014296	117.00
2014297	123.00	2014298	111.00	2014299	43.00	2014300	98.00	2014303	34.00
2014305	44.00	2014309	19.00	2014311	19.00	2014316		2014318	11.00
2014326	34.00	2014330	115.00	2014333		2014334	93.00	2014335	43.00
2014336	92.00	2014337	90.00	2014338	105.00	2014341	113.00	2014343	87.00
2014346	42.00	2014347		2014348	93.00	2014351	111.00	2014352	90.00
2014353	72.00	2014355	22.00	2014359	217.00	2014365		2014366	
2014368		2014377		2014382	106.00	2014383	57.00	2014384	1.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2014385	11.00	2014387		2014401		2014434		2014438	
2014452		2014453	116.00	2014454	63.00	2014456	58.00	2014457	
2014458	210.00	2014460	123.00	2014461	10.00	2014466	36.00	2014473	
2014474		2014477	52.00	2014478	47.00	2014480		2014481	43.00
2014488	212.00	2014490	95.00	2014500	266.00	2014502	35.00	2014503	39.00
2014504	48.00	2014505	3.00	2014506	22.00	2014507	13.00	2014508	38.00
2014509	27.00	2014511	66.00	2014520	1.00	2014521	11.00	2014524	69.00
2705000		2705004	10.00	2705006	150.00	2705007	115.00	2705008	103.00
2705009		2705010	116.00	2705011	84.00	2705012	0.00	2705014	
2705015	165.00	2705016	71.00	2705017		2705018	240.00	2705019	
2705020		2705021		2705022	0.00	2705029		2705033	
2705039	101.00	2705042	119.00	2705044	104.00	2705045	106.00	2705047	84.00
2705048	71.00	2705049	93.00	2705050	85.00	2705052	38.00	2705053	77.00
2705054	48.00	2705055	84.00	2705056	71.00	2705057	96.00	2705058	85.00
2705059	38.00	2705060	106.00	2705061	88.00	2705063		2705065	197.00
2705066	158.00	2705067		2705068	245.00	2705069		2705070	275.00
2705073		2705074	65.00	2705075	125.00	2705076	66.00	2705077	112.00
2705078	145.00	2705079	119.00	2705080	164.00	2705082	117.00	2705083	
2705084	184.00	2705085		2705086	211.00	2705087	91.00	2705088	91.00
2705089	0.00	2705090	198.00	2705091	76.00	2705092	76.00	2705093	
2705094	256.00	2705095	123.00	2705096	123.00	2705097	75.00	2705098	75.00
2705099	52.00	2705100	113.00	2705101	125.00	2705102	61.00	2705103	247.00
2705104	131.00	2705105	61.00	2705106	261.00	2705107	115.00	2705108	131.00
2705109	115.00	2705110	4.00	2705111	102.00	2705112	253.00	2705113	102.00
2705114	250.00	2705115	210.00	2705116	133.00	2705117	133.00	2705118	297.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2705120	118.00	2705122	171.00	2705124	174.00	2705126	0.00	2705127	
2705128	138.00	2705129	212.00	2705130	15.00	2705131	49.00	2705132	172.00
2705133	185.00	2705134	285.00	2705135	169.00	2705136	190.00	2705137	95.00
2705138	174.00	2705139		2705140		2705141	0.00	2705143	79.00
2705147	89.00	2705148	89.00	2705149	0.00	2705150	0.00	2705151	78.00
2705152	210.00	2705153		2705154	82.00	2705155		2705156	116.00
2705157		2705158	122.00	2705159	122.00	2705160	112.00	2705161	86.00
2705162	86.00	2705163		2705164	254.00	2705166	92.00	2705167	
2705168	110.00	2705169	128.00	2705170	128.00	2705172	238.00	2705173	110.00
2705174	240.00	2705176	52.00	2705177		2705178	87.00	2705179	
2705180	85.00	2705181	85.00	2705182	131.00	2705183		2705184	13.00
2705185	301.00	2705186	54.00	2705188	221.00	2705189		2705190	67.00
2705191		2705192	79.00	2705193	79.00	2705194	119.00	2705195	109.00
2705196	48.00	2705197	37.00	2705198	119.00	2705199	119.00	2705200	148.00
2705201	148.00	2705202	139.00	2705203	69.00	2705204	139.00	2705205	188.00
2705206	120.00	2705207	99.00	2705208	110.00	2705209	110.00	2705210	279.00
2705211		2705213	115.00	2705214		2705215	107.00	2705216	
2705217	79.00	2705218	100.00	2705221		2705222	146.00	2705223	82.00
2705224	73.00	2705225	61.00	2705227	294.00	2705228	204.00	2705229	186.00
2705230	212.00	2705231	104.00	2705232	65.00	2705233	254.00	2705234	335.00
2705235	398.00	2705238	416.00	2705239	117.00	2705240	117.00	2705241	0.00
2705243	16.00	2705244	235.00	2705245	258.00	2705246		2705247	177.00
2705248	177.00	2705249	355.00	2705250	173.00	2705251	152.00	2705252	0.00
2705253	216.00	2705256	134.00	2705257	417.00	2705258	168.00	2705259	216.00
2705282	200.00	2705283	222.00	2705284	182.00	2705285		2705287	665.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2705288		2705289	146.00	2705290	520.00	2705291	67.00	2705292	214.00
2705293	214.00	2705297	249.00	2705299	206.00	2705300	188.00	2705301	174.00
2705306	97.00	2705307	199.00	2705308	9.00	2705309	112.00	2705310	
2705311	101.00	2705312	111.00	2705313	166.00	2705317	44.00	2705318	0.00
2705319	52.00	2705320		2705321	8.00	2705322		2705327	100.00
2705328	0.00	2705329	78.00	2705330	0.00	2705332	198.00	2705333	
2705334	216.00	2705335		2705336	92.00	2705337	68.00	2705338	
2705339		2705340	98.00	2705341		2705342	56.00	2705343	121.00
2705344	204.00	2705345		2705346		2705347		2705348	131.00
2705349		2705350	103.00	2705351	127.00	2705352		2705353	97.00
2705354	94.00	2705355	121.00	2705356	0.00	2705357	115.00	2705359	34.00
2705360	50.00	2705361	67.00	2705362	92.00	2705363		2705364	111.00
2705365	48.00	2705366	96.00	2705367	41.00	2705368	87.00	2705369	204.00
2705370	121.00	2705371	1.00	2705372		2705373	26.00	2705374	270.00
2705375		2705376		2705377	0.00	2705378	271.00	2705379	95.00
2705380	0.00	2705381		2705382	85.00	2705383	67.00	2705384	
2705385	89.00	2705386	129.00	2705389		2705390		2705391	
2705392	52.00	2705393	103.00	2705394	0.00	2705395	129.00	2705396	115.00
2705397		2705398	116.00	2705399	116.00	2705400	78.00	2705402	103.00
2705403		2705405		2705406	92.00	2705407	92.00	2705408	
2705409	111.00	2705410	90.00	2705411		2705413	93.00	2705414	146.00
2705415	67.00	2705416	116.00	2705417	116.00	2705418	130.00	2705420	0.00
2705421		2705422	0.00	2705423		2705424		2705425	
2705426	354.00	2705427	71.00	2705429		2705430	140.00	2705431	65.00
2705432	162.00	2705433	162.00	2705434		2705435		2705436	175.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2705437		2705438	0.00	2705440	292.00	2705441	151.00	2705442	67.00
2705443	98.00	2705444	96.00	2705445	9.00	2705446		2705447	130.00
2705448		2705449	102.00	2705450		2705451	107.00	2705452	107.00
2705453	61.00	2705458	107.00	2705459	118.00	2705460	98.00	2705461	
2705462	89.00	2705463	94.00	2705464	94.00	2705465	50.00	2705466	
2705467	69.00	2705468	99.00	2705469	120.00	2705470	135.00	2705471	158.00
2705472	100.00	2705473	104.00	2705474	241.00	2705475	122.00	2705476	117.00
2705478	193.00	2705480	170.00	2705481	112.00	2705482	91.00	2705483	
2705484		2705485	118.00	2705486	115.00	2705487	98.00	2705488	93.00
2705489	90.00	2705490	37.00	2705491	139.00	2705492	96.00	2705493	
2705494	742.00	2705495	97.00	2705496	110.00	2705497	125.00	2705498	145.00
2705499	57.00	2705500	64.00	2705501	98.00	2705502	91.00	2705503	110.00
2705504	92.00	2705505	110.00	2705506	110.00	2705507	154.00	2705508	93.00
2705509	79.00	2705513	104.00	2705515		2705516	106.00	2705517	72.00
2705519	0.00	2705520	199.00	2705522	98.00	2705523		2705525	
2705526	96.00	2705527	96.00	2705528	68.00	2705529	68.00	2705530	107.00
2705531	111.00	2705532		2705533	277.00	2705534	122.00	2705536	125.00
2705537	148.00	2705539	106.00	2705540	89.00	2705541		2705542	140.00
2705543	204.00	2705544		2705545	103.00	2705546	37.00	2705547	101.00
2705548	91.00	2705558	94.00	2705559	165.00	2705565	101.00	2705566	174.00
2705567	181.00	2705568	122.00	2705569	109.00	2705570	112.00	2705571	111.00
2705572	216.00	2705573	104.00	2705574	161.00	2705575	61.00	2705577	
2705578	77.00	2705579	122.00	2705584		2705589		2705590	
2705591		2705593		2705594		2705644		2705645	217.00
2705647		2705648		2705649		2705651	69.00	2705659	135.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2705660		2705668		2705669	98.00	2705670	0.00	2705672	34.00
2705681	217.00	2705709	152.00	2705711	107.00	2705712	0.00	2705713	
2705714	13.00	2705715		2705716	103.00	2705717	101.00	2705718	
2705719	92.00	2705728		2705733	0.00	2705734	0.00	2705735	
2705741		2705743	0.00	2705744	91.00	2705745	205.00	2705747	119.00
2705754	92.00	2705755	135.00	2705756		2705761	173.00	2705788	106.00
2705790		2705797	105.00	2705798		2705799	112.00	2705800	
2705805	115.00	2705830		2705846		2705848	0.00	2705850	
2705853		2705873	100.00	2705906		2705907	132.00	2705908	125.00
2705932	2.00	2706008	87.00	2706009	0.00	2706014	32.00	2706015	
2706016	129.00	2706017	89.00	2706025	1.00	2706026		2706031	
2706042	93.00	2706043		2706044		2706045		2706046	
2706071		2706079		2706114	255.00	2706115		2706116	185.00
2706118	65.00	2706127	144.00	2706128	96.00	2706133	98.00	2706134	131.00
2706135	102.00	2706136	135.00	2706141	111.00	2706142	61.00	2706143	103.00
2706144	74.00	2706145	92.00	2706146	141.00	2706147	117.00	2706148	
2706150	57.00	2706151	74.00	2706152	103.00	2706154	118.00	2706155	103.00
2706156	103.00	2706157	112.00	2706159	256.00	2706160	221.00	2706164	115.00
2706165	61.00	2706166	110.00	2706167	92.00	2706168	91.00	2706169	98.00
2706170	98.00	2706171	98.00	2706172	93.00	2706173	90.00	2706175	170.00
2706177	111.00	2706178	90.00	2706179	130.00	2706184	97.00	2706185	116.00
2706186	104.00	2706187	110.00	2706188	111.00	2706189	125.00	2706190	125.00
2706191	78.00	2706192	352.00	2706193	36.00	2706194	280.00	2706195	10.00
2706196		2706197	82.00	2706198	82.00	2706199	106.00	2706200	106.00
2706201	85.00	2706202	85.00	2706203	92.00	2706204	92.00	2706206	154.00

WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>	WDID	<u>acft 2016</u>
2706207	63.00	2706208	172.00	2706209		2706212	121.00	2706213	138.00
2706214	157.00	2706216	147.00	2706217	34.00	2706218	131.00	2706222	102.00
2706223	82.00	2706224	174.00	2706225	64.00	2706226	57.00	2706227	93.00
2706228	65.00	2706229	154.00	2706232	111.00	2706233	79.00	2706234	107.00
2706235	93.00	2706236	205.00	2706237	163.00	2706239	97.00	2706240	112.00
2706241	101.00	2706244	121.00	2706246	1.00	2706247		2706248	103.00
2706249	56.00	2706250	127.00	2706251	98.00	2706253	52.00	2706255	85.00
2706256	233.00	2706257	108.00	2706258	116.00	2706259	49.00	2706260	105.00
2706261	300.00	2706262	149.00	2706263	102.00	2706264	85.00	2706265	131.00
2706266	67.00	2706267	272.00	2706268	146.00	2706269	71.00	2706270	145.00
2706271	105.00	2706272	199.00	2706273	67.00	2706276	92.00	2706277	119.00
2706279	183.00	2706280	79.00	2706281	91.00	2706282	93.00	2706284	253.00
2706285	91.00	2706286	98.00	2706287	33.00	2706288	132.00	2706289	50.00
2706290	66.00	2706296	118.00	2706297	107.00	2706298	225.00	2706322	232.00
2706323		2706324	105.00	2706325	111.00	2706331	39.00	2706332	106.00

3430 Total Number of Wells

Notes:

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

4 additional wells meeting the definition of Subdistrict Wells were identified and added to the Subdistrict Well List in 2017 (2014509, 2014520, 2014521, 2014524).

3 wells from 2016 Subdistrict Well List does not meet the definition of a Subdistrict Well and was removed from the List in 2017 (2010304, 2010305, 2010306).

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	
				2008188	Y	
82CW0017	Augmentation Plan	SRS Ranch	Gilbert Nickel	2008188	Y	
				Gene Ensz	2008189	Y
				Laverne Schmidt	2008190	Y
				Gene Ensz	2008191	Y
				Gene Ensz	2008192	Y
89CW0045	Augmentation Plan	MV Produc Credit	Scidmore	2006555	A	
				2006633	Y	
96CW0005	Augmentation Plan	Kirkpatrick	Kirkpatrick	2008240	A	
				2008241	A	
				2013719	Y	
				2013720	Y	
				2013721	Y	
				2013722	Y	
99CW0009	Augmentation Plan	Off Ranches	Cory Off	2009876	Y	
				2013756	Y	
99CW0025	Augmentation Plan	Bradley	Jim Bradley	2010235	Y	
				2013884	Y	
W-3847	Alt. Point of Diversion	Seger	Gary Seger	2005398	Y	
				2005399	Y	
*Footnotes:	Y	Yes, well is governed by Plan				
	NP	Wells are not participating in Plan				
	A	Wells are associated with other wells that are governed by Plan				

Description of Court Approved Augmentation Plans

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

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

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

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

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

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

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

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

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

In 2016, the provisions of this case were not invoked and the owner instead elected to receive surface water credit which was used to offset pumping that occurred within the Subdistrict #1 Farm Unit. The owner notified Subdistrict #1 staff to not invoke the provisions of the case during the early part of the 2016 irrigation season. The owner received surface water credit for all 200.0 shares dedicated to the augmentation plan in the amount of 238.0 acre feet to offset pumping that occurred within the Subdistrict #1 Farm Unit for 2016.

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

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

The application in this case sought an alternate point of diversion for Well #1, Case W-914, Permit #1970-R, WDID 2009876, and sought to increase the number of acres that could be irrigated by Well #1 and its alternate point of diversion. The original well, in combination with water available from applicant's shares in the Rio Grande Canal Water Users' Association and the Santa Maria Reservoir Company (SMRC), historically had been used to flood irrigate the 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 2016, a Variable Fee was assessed to the first 132.2 ac-ft. of pumping that was not covered by the augmentation plan, and no Surface Water Credit was given for the surface water consumed under the plan for augmentation. These wells are also part of a larger Farm Unit and therefore must be included in the Amended Plan and ARP to correctly compute the Surface Water Credit available to offset the Variable Fee assessed against the Farm Unit.

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

Case No. 99CW25, Application of James Bradley

This case involved a change of water right to obtain an alternate point of diversion well and a plan for augmentation to increase the amount of water that could be withdrawn through both wells to irrigate the NW $\frac{1}{4}$ of Section 31, T40N, R7E, N.M.P.M. The wells involved are Well No. 2, Case No. W-1153, Permit # 727-R, WDID 2010235, and its alternate point of diversion, Well

No. 2A, WDID 2013884. The decree limits the annual withdrawals from Wells No. 2 and 2A to 150 ac-ft. annually under the existing groundwater right of Well No. 2. The decree allows these wells to withdraw no more than 150 ac-ft. annually, or 510 ac-ft. in any 10 consecutive years pursuant to the plan for augmentation.

The plan for augmentation portion of the decree authorizes the applicant to recharge the water available to its shares in the Rio Grande Canal and Santa Maria Reservoir Company. The decree allows the applicant to increase the total annual withdrawals from the well for irrigation of the 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.

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

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

This plan for augmentation involves Well No. 2, Case No. W-2058, Permit #1843-R, WDID 2005728; Well No. 2-A, Case No. 82CW119, Permit # 21996-F, WDID 2005729; and Well No. 3, Case No. W-2058, Permit # 9503-F, WDID 2011878. Wells No. 2 and 3 were historically used for the irrigation of the SW¼ of Section 8, T40N, R7E, N.M.P.M. The decree found that the applicants' 25 shares in the Rio Grande Canal and 45 shares in the Santa Maria Reservoir Company historically had been used to irrigate up to 300 acres in the E½ of Section 7, T40N, R7E, N.M.P.M. The application sought to increase withdrawals through Wells No. 2 and 3 in order to use the wells to irrigate the E½ of Section 7. The decree authorized that use based on recharging of the water available from the applicants' shares in the Rio Grande Canal and the Santa Maria Reservoir Company. The increased amount of water that can be withdrawn through the wells for irrigation in the E½ 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 SW¼ of Section 8, and authorizes the use of the wells for irrigation of the E½ 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 SW¹/₄ of Section 8, the injurious depletions from which are remedied pursuant to the Amended Plan. Accordingly, the wells are Subdistrict Wells and the SW¹/₄ of Section 8 is Subdistrict Land. The E¹/₂ of Section 7 is treated as Non-Benefitted Subdistrict Land and is assessed no Subdistrict fees. These wells also are part of a Farm Unit, and therefore it is necessary to include these wells in the Amended Plan and the ARP to correctly calculate surface water credits available to offset the Farm Unit's Variable Fees.

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

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

This case was an application for a change of water rights and plan for augmentation. The applicants sought to use water from one share in the Prairie Ditch Company associated with the W¹/₂ of the SE¹/₄ 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 E¹/₂ SE¹/₄ of Section 8.

The plan for augmentation allows the wells to irrigate the W¹/₂ SE¹/₄ 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 W¹/₂ SE¹/₄ 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 E¹/₂ SE¹/₄ of Section 8.

The E¹/₂ SE¹/₄ 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 E¹/₂ SE¹/₄ of Section 8 are remedied pursuant to the Amended Plan as implemented by the ARP. The W¹/₂ SW¹/₄ of Section 8 is treated as Non-Benefitted Subdistrict Land and is not assessed Subdistrict fees. In addition, the SE¹/₄ of section 8 is part of a larger Farm Unit, so it is necessary to include the entire SE¹/₄ in the Amended Plan and ARP for purposes of determining surface water credit available to offset the Farm Unit's Variable Fees.

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

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

This case involves Well No. 2, Case No. W-635 WDID 2009403, Permit #1534-F; Well No. 4, Case No. W-635 WDID 2009405, Registration #1297-R; and Well #1, Case No. W-485 WDID 2009165, Registration #19606-R. The decree finds that Wells No. 2 and 4 in Case No. W-635 were historically used in conjunction with one share of Prairie Ditch for the irrigation of the E¹/₂ SE¹/₄ 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 W¹/₂SE¹/₄ of Section 7.

The plan for augmentation sought authorization for the three wells to irrigate the entire SE¼ of Section 7 and to divert more groundwater than the historical use by these wells.

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

These wells are Subdistrict Wells, and the SE¼ of Section 7 irrigated by these wells is Subdistrict Land because the wells withdraw groundwater under their decreed water rights, the injurious depletions from which are remedied pursuant to the Amended Plan. The owners of these wells have not exercised their rights under the plan for augmentation, and therefore the wells have been treated solely as Subdistrict Wells. No Variable Fee will be assessed for pumping under the augmentation plan, and no surface water credit will be given for surface water consumed by the augmentation plan. Because these wells are part of two separately owned Farm Units, it is also necessary to include the land and wells in the Amended Plan and the ARP for purposes of calculation of surface water credits available to offset the Farm Units' Variable Fees.

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

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

This case involves an application for change of water rights and a plan for augmentation. The applicant owned approximately 946 acres comprised of Section 23 and the S½ of Section 22 and the north portion of Section 27, T40N, R6E, N.M.P.M. The land was historically served with water from the Rio Grande Canal, the Midland Ditch, and irrigation Wells No. 2, 4, and 5, Case No. W-713. The application proposed to plug the three existing wells and to construct five replacement wells, one each in the center of the NE¼, NW¼, SE¼, and SW¼ of Section 23 and the center of the SE¼ of Section 22 all in T40N, R6E, N.M.P.M. At the time the application was filed, the applicant used the three original wells to operate five center pivots irrigating all of Section 23, the S½ of Section 22, and a portion of Section 27 using both groundwater and surface water rights. The decree granted the proposed change of water rights allowing the construction of the five wells as replacement wells and new points of diversion for the water rights decreed to the original three wells on the ranch. The court approved the plan for augmentation conditioned upon the applicant's continued ownership and recharge of the surface water available to its shares in the Rio Grande Canal and the Midland Ditch. 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 2016. 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 2016 this land was treated as Non-Benefitted Subdistrict Land, and no Subdistrict fees were assessed on this land.

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

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

Case No. 89CW45, Application of Monte Vista PCA

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

The supplemental well's use of groundwater is offset by the quantity of water recharged by the applicant under the decree in 89CW45. Accordingly, the augmented portion per decree of the water diverted by the supplemental well, WDID 2006633, was not assessed a Variable Fee for 2016 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.

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 2016, 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.

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

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

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

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

Case No. W-3847, Application of Gary Seger

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

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

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

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

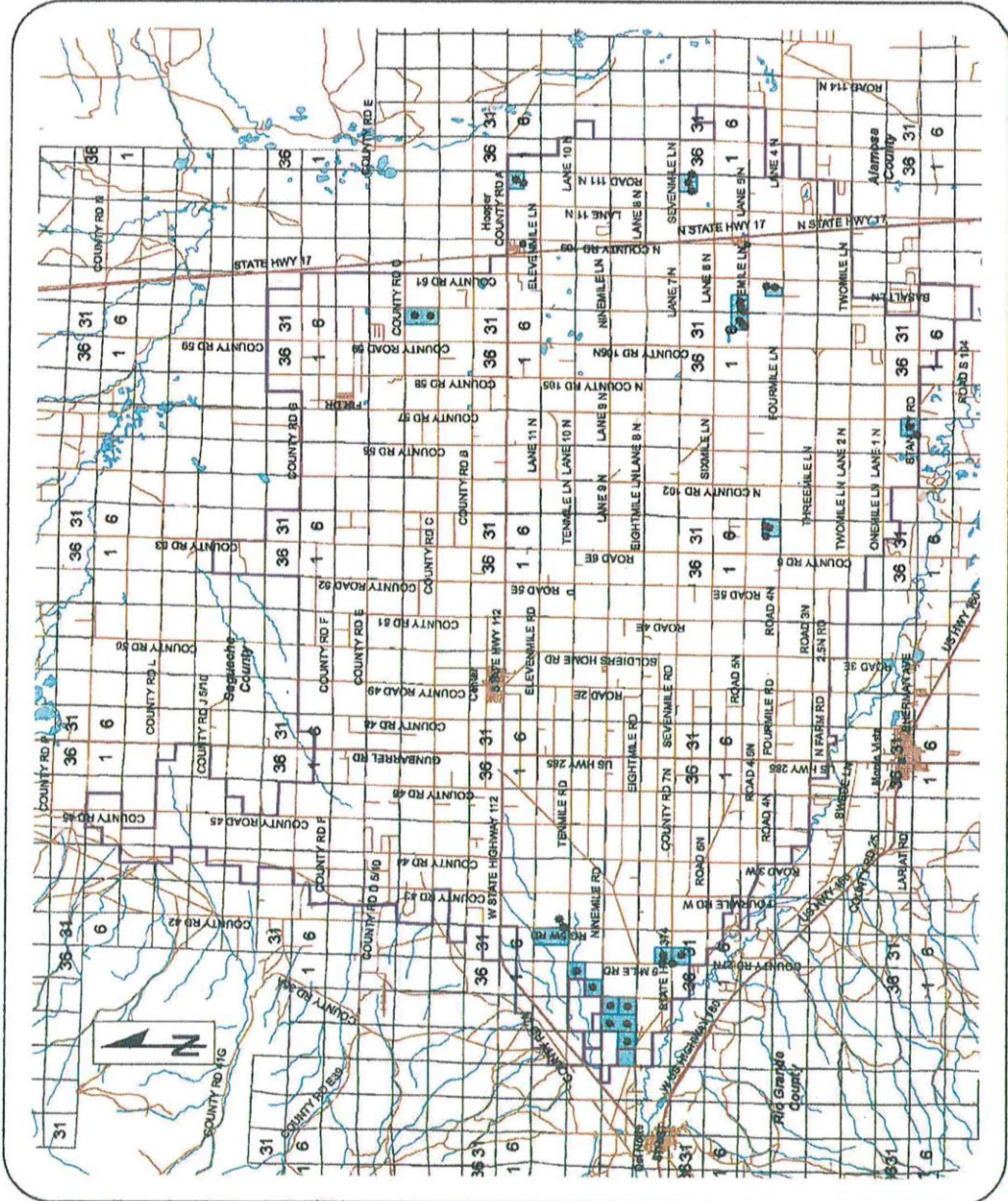
SPECIAL SUBDISTRICT NO. 1

Wells Associated with
Augmentation & Other Plans

- Legend**
- * 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 Schridt
 - 82CW0017 Susie Nickel
 - 89CW0045 Scidmore
 - 96CW0005 Kirkpatrick
 - 99CW0009 Cory Off
 - 99CW0025 Jim Bradley
 - W-3847 Gary Seger



Prepared 1/15/2013



APPENDIX C

NRCS Forecast and Ten Day Report

20170401FMT_rg_final

USDA NRCS National Water & Climate Center

* - DATA CURRENT AS OF: April 05, 2017 03:45:55 PM

- Based on April 01, 2017 forecast values

Northwestern Rio Grande in Colorado

min 30-yr Forecast Point (KAF) avg	period	50% (KAF)	% of avg	max (KAF)	30% (KAF)	70% (KAF)
-----	-----	-----	-----	-----	-----	-----
Rio Grande at Thirty Mile Bridge (2) 87 113	APR-JUL	120	106	158	135	106
94 129	APR-SEP	135	105	184	154	117
Rio Grande at Wagon wheel Gap (2) 255 340	APR-SEP	365	107	500	420	320
SF Rio Grande at South Fork (2) 105 127	APR-SEP	138	109	175	153	124
Rio Grande nr Del Norte (2) 400 515	APR-SEP	560	109	745	630	490
Saguache Ck nr Saguache (2) 23 32	APR-SEP	38	119	57	45	32
Alamosa Ck ab Terrace Reservoir 50 68	APR-SEP	68	100	90	77	61
La Jara Ck nr Capulin 6.0 8.9	MAR-JUL	9.9	111	14.9	11.8	8.2
5.2 8.2	APR-JUL	9.1	111	14.1	11.0	7.4
Platoro Reservoir Inflow (2) 47 56	APR-JUL	60	107	75	66	55
51 62	APR-SEP	67	108	85	74	60
Conejos R nr Mogote (2) 175 194	APR-SEP	230	119	295	255	205
San Antonio R at Ortiz 16.3 15.6	APR-SEP	22	141	29	25	19.7
Los Pinos R nr Ortiz 76 73	APR-SEP	97	133	120	106	88
Rio Grande nr Lobatos Obs 146 200	APR-JUL	230	115	330	270	194

Northeastern Rio Grande in Colorado

min 30-yr Forecast Point (KAF) avg	period	50% (KAF)	% of avg	max (KAF)	30% (KAF)	70% (KAF)
-----	-----	-----	-----	-----	-----	-----
Ute Ck nr Fort Garland 10.1 12.8	APR-SEP	16.0	125	23	18.8	13.4
Sangre de Cristo Ck (2) 11.5 16.3	APR-SEP	21	129	33	26	16.8
Trinchera Ck ab Turners Ranch 12.8 12.6	APR-SEP	16.7	133	21	18.4	15.0
Culebra Ck at San Luis (2) 19.6 23	APR-SEP	30	130	44	35	26
Costilla Reservoir Inflow (2) 7.4 10.3	APR-JUL	12.4	120	18.6	14.7	10.2
Costilla Ck nr Costilla (2)	APR-JUL	27	113	44	34	22

RIO GRANDE COMPACT
April 11, 2017 Analysis (760,000 A-F)
Closed Basin Project Split: 60/40

RIO GRANDE BASIN

DWR 4-11-2017 Forecast of
 April - September Index
 Flows = 645,000

Index Supply

			January	11,900	*	
			February	12,100	*	
J-M & O-D volume	115,000		March	33,300	*	
			April - September	645,000	forecast	
			October	30,000	estimate	
			November - December	27,700	estimate	
Obligation =	234,600		Total	760,000		

Deliveries

Curtailment

Req Deliv 129,300 19.2%
Total Index 675,000

			January	13,800	*	
			February	19,400	*	
			March	31,800	*	
			April - October	129,300	needed	
			Nov - Dec native	28,700	estimate	
			Total	223,000		

		Adjustments	Net Carryover Credit in E.B.	5,000	estimate	
		to the	Paper Credit	5,000		
		Delivery	SC Norton Drain Flow	(2,500)	estimate	
			Remaining CBP Share	4,100	estimate	

Delivery Credit 234,600

Expected Dec. 31, 2017 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 9,500 acre-feet)
- Assumes no recharge diversions after November 1, 2017
- Trinchera Creek flow to the Rio Grande will increase delivery

RIO GRANDE COMPACT
April 11, 2017 Analysis (455,000 A-F)
Closed Basin Project Split: 60/40

CONEJOS RIVER BASIN

DWR 4-11-2017 Forecast of

April - September Index

Flows = 415,000

Index Supply

Conejos = 280,000

Los Pinos = 110,000

San Ant. = 25,000

January 4,100 *

February 3,700 *

March 13,900 *

April - September 415,000 forecast

October 9,300 estimate

November - December 9,000 estimate

J-M & O-D volume 40,000

Obligation = 236,600

Total 455,000

Deliveries

Curtailment

Required Delivery 183,300 43.2%

Native Index 424,300

January 4,400 *

February 6,700 *

March 22,000 *

April - October 183,300 needed

Nov - Dec native 9,000 estimate

Total 225,400

Adjustments Net Carryover Credit in E.B. 1,000 estimate

to the Paper Credit 5,000

Delivery SC Norton Drain Flow 2,500 estimate

Remaining CBP Share 2,700 estimate

Delivery Credit 236,600

Expected Dec. 31, 2017 Compact Delivery Status 0

* = Actual measured flows (Deliveries include Closed Basin Project share)

- All values in acre-feet

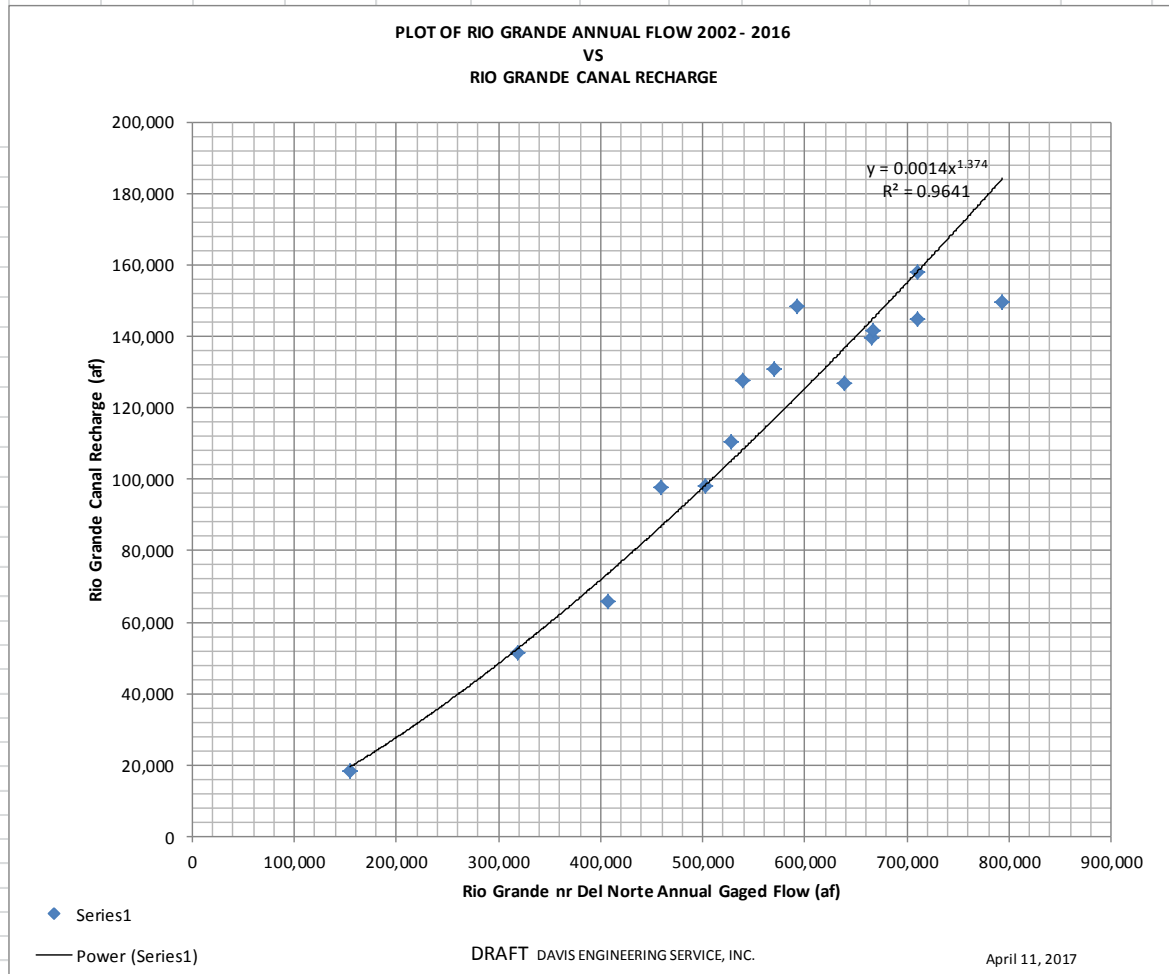
- Assumes 40% of the Closed Basin Project flows are creditable to the Conejos

(Projected delivery of creditable CBP production to the Rio Grande is 9,500 acre-feet)

APPENDIX D

Projected Recharge Credits

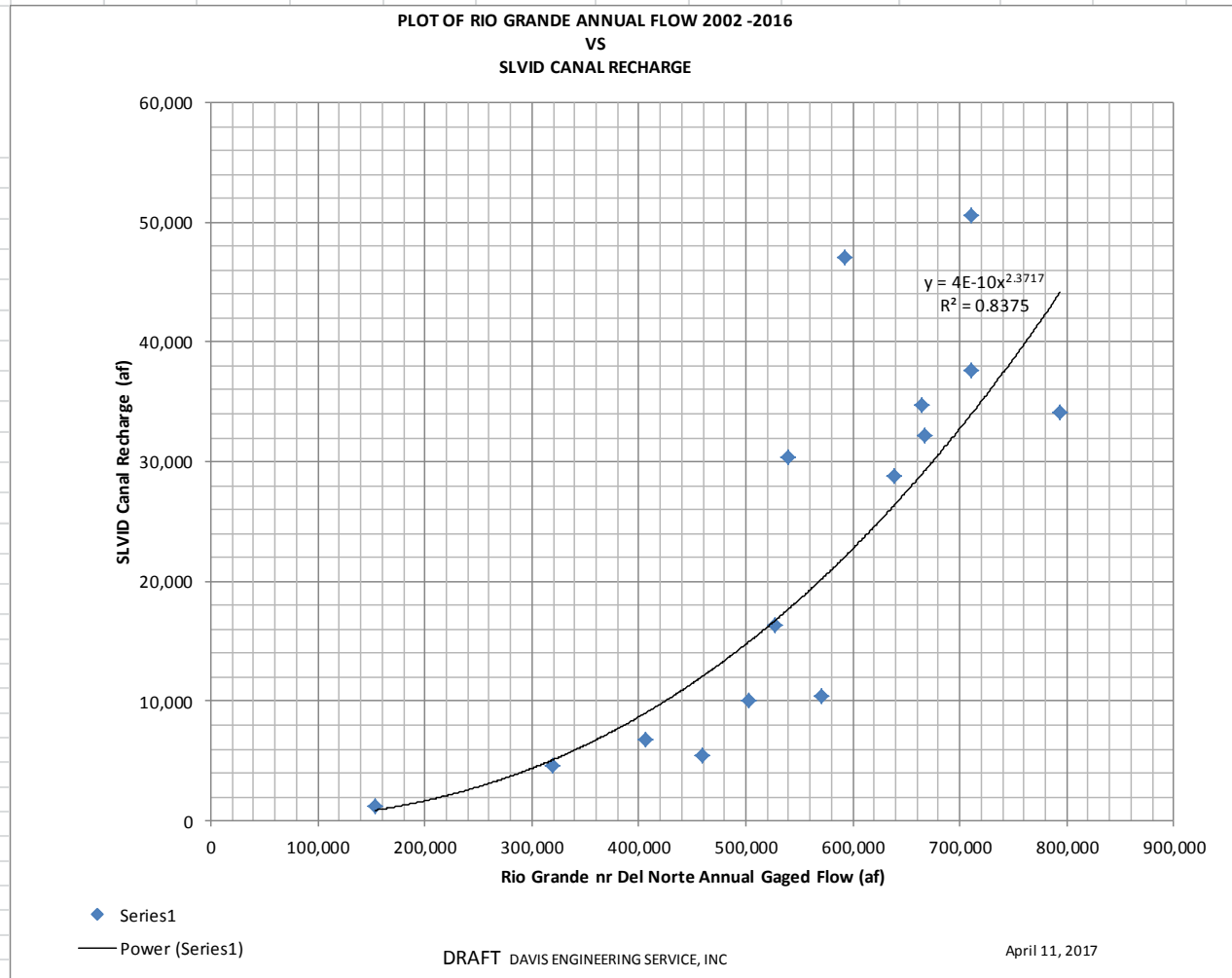
Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Rio Grande Canal (af)
2002	154156	18152
2003	319207	51556
2004	527758	110660
2005	793751	149727
2006	570183	130720
2007	710158	157807
2008	710073	144829
2009	593074	148446
2010	539367	127687
2011	502740	98189
2012	406900	65632
2013	459700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



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

x = 2017 Forecast Rio Grande Flow = 760,000 af
 $y = 0.0014(760,000)^{1.374} = 168,409.24$ 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

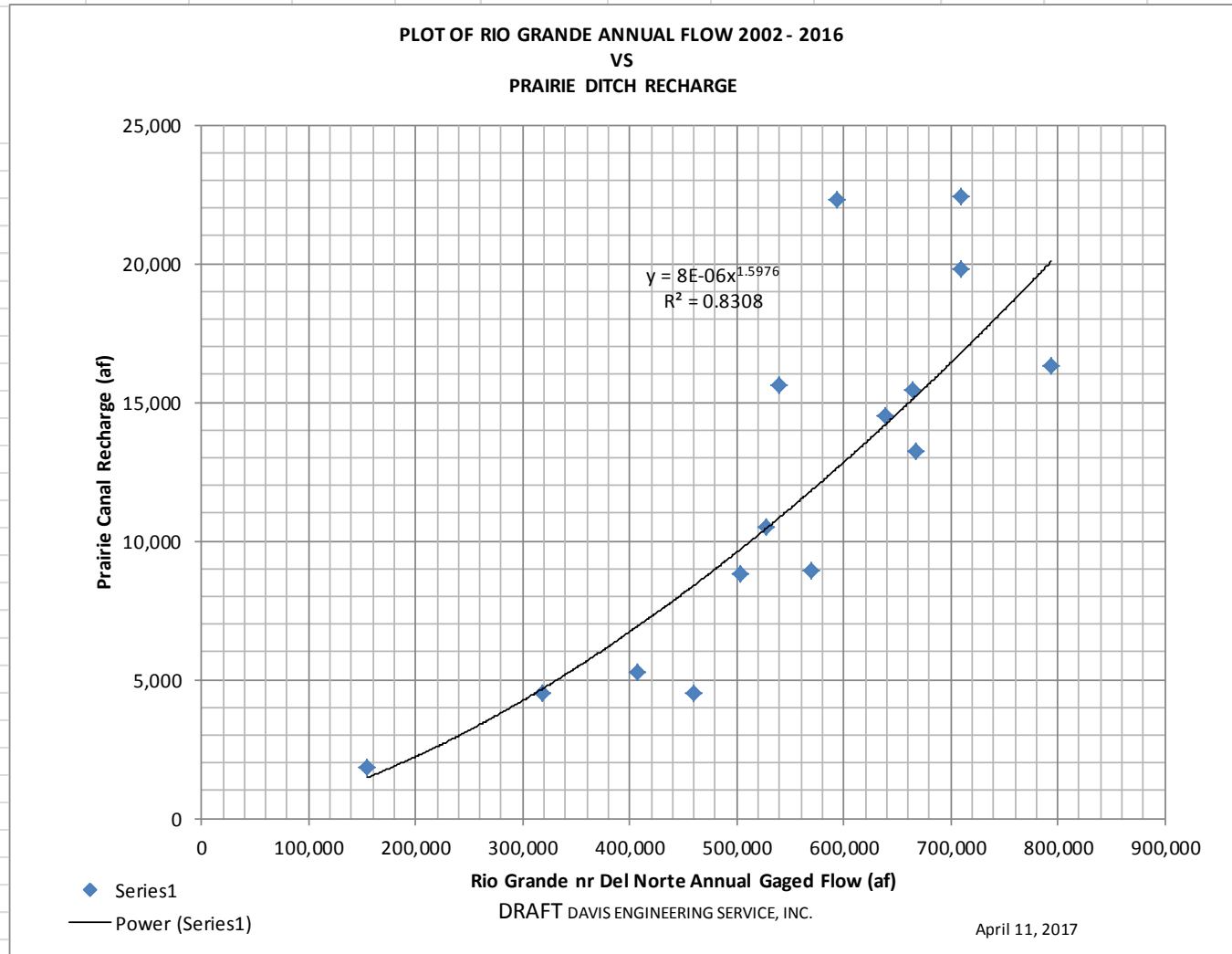


y = SLVID Canal Recharge
 x = Rio Grande nr Del Norte Flow

x = 2017 Forecast Rio Grande Flow = 760,000 af

$y = 0.0000000004(760,000)^{2.3717} = 35,447.50$ 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



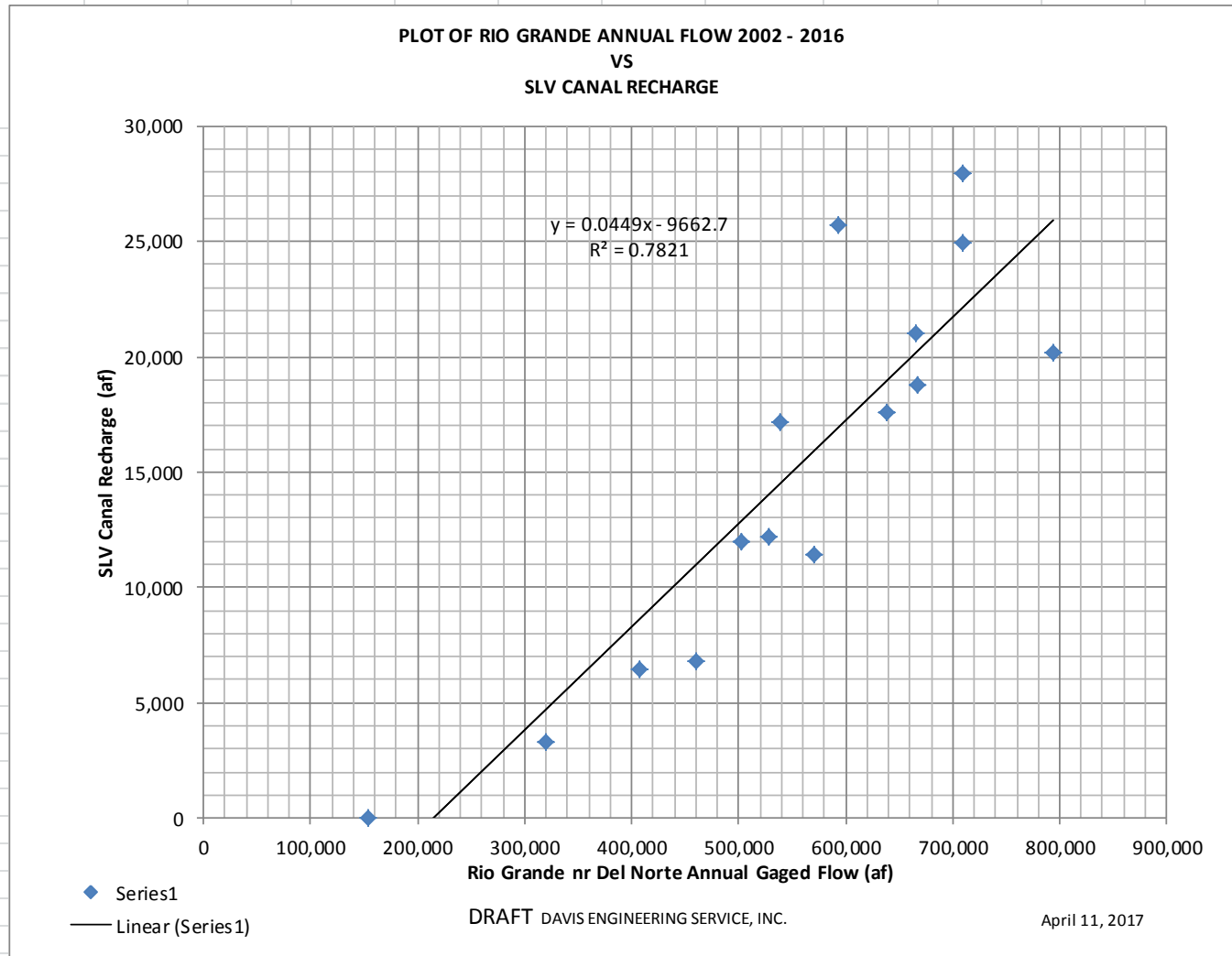
y = Prairie Ditch Recharge

x = Rio Grande nr Del Norte Flow

x = 2017 Forecast Rio Grande Flow = 760,000 af

$$y = 8E-06(760,000)^{1.5976} = 19,873.66 \text{ af}$$

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



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

x = 2017 Forecast Rio Grande Flow = 760,000 af
y = 0.0449 (760,000) - 9662.7 = 24,461.30 af

APPENDIX E

Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares

Allocated to Fields on Subdistrict No. 1 2016 Farm Units

WDID	Structure Name	Amount	Pro-rata Units
2000546	BILLINGS D	338.00	shares
2000556	BUTLER D	5.80	cfs priority
2000627	EXCELSIOR D	2.00	shares
2000631	FARMERS UNION CNL	60,514.25	acres
2000699	KANE CALLAN D	24.00	cfs priority
2000736	MCDONALD D	6.40	shares
2000798	PRAIRIE D	244.80	shares
2000798	PRAIRIE D	7.00	D&L
2000798	PRAIRIE D	3.00	McD
2000812	RIO GRANDE CNL	6,470.33	shares
2000812	RIO GRANDE CNL	4,675.80	SM
2000812	RIO GRANDE CNL	918.40	in SpW
2000814	RIO GRANDE D 2	3.00	cfs priority
2000829	SAN LUIS VALLEY CNL	10,462.00	shares
2700518	GREEN D NO 1	16.34	cfs priority
2700523	JOHNNIE SMITH D NO 1	21.35	cfs priority
2700523	JOHNNIE SMITH D NO 1	20.00	cfs
2700533	MCLEOD D NO 3	0.65	cfs priority
2700714	MCLEOD D NO 4 & 5	3.12	cfs priority

APPENDIX F

Documentation of Water Purchases

LEASE AGREEMENT

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

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

RECITALS

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- iii. Temporary Suspension of the Right to Store. CPW may temporarily suspend Subdistrict No. 1's use of the Leased Storage Space if the storage capacity in Beaver Park Reservoir is limited, by physical storage limitations or application of state law, rule, or administrative or judicial order, to any amount less than the storage capacity lawfully available on the Effective Date of this Lease Agreement. Under such circumstances, CPW may suspend Subdistrict No. 1's use of the Leased Storage Space, in whole or in part, until such limitation is removed. Suspension of Subdistrict No. 1's right to store shall not constitute a default or breach by CPW.
- iv. Termination of Right to Store. If CPW is unable to store or release Subdistrict No. 1's water rights from Beaver Park Reservoir by reason of act of God or other force beyond its control, State law, rule or order, or any other cause or causes beyond CPW's reasonable control, then this Lease Agreement shall terminate and be of no further force or effect. Such termination shall not constitute a default or breach by CPW.
- v. Water Rights. Subdistrict No. 1 is solely responsible for assuring that all water rights held in the Leased Storage Space may be legally diverted and stored in Beaver Park Reservoir.

B. Beaver Park Reservoir Storage Operations.

- i. General Reservoir Administration. CPW shall be solely responsible for the operation, maintenance, and repair of Beaver Park Reservoir, including the storage and release of Subdistrict No. 1's water from Beaver Park Reservoir. CPW shall store and release Subdistrict No. 1's water as requested by Subdistrict No. 1 provided that Subdistrict No. 1 notifies CPW of such request 12 hours in advance. Notwithstanding any other provision of this Lease Agreement, CPW retains the right to operate the reservoir, and to store, release, or spill water therefrom at such times and in such manner as CPW, in its sole discretion, deems necessary for proper reservoir management, including but not limited to, all releases necessary for maintenance, repair, dam safety and compliance with administrative or judicial orders.
- ii. Assessment of Evaporative Losses. Subdistrict No. 1 shall bear ratably any evaporation losses assessed by the State or Division Engineers in proportion to the total volume of water it stores in Beaver Park Reservoir.
- iii. Assessment of Transit Losses. When Subdistrict No. 1 requests releases of water from storage, Subdistrict No. 1 shall take delivery of its water immediately downstream of the end of the outlet works of Beaver Park Reservoir, and shall be responsible for all transportation losses assessed against that water in its delivery to other locations of storage or use.
- iv. Remaining Diversion, Storage and Outlet Capacity. CPW shall have the right to use the entire unrestricted storage capacity of Beaver Park Reservoir, except for the Leased

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

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

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

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

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

CPW:

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

SUBDISTRICT NO. 1:

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

8. General Provisions.

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

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

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

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

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

- O. **Prior Agreements.** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to Subdistrict No. 1's use of CPW's transmountain water supplies. This Lease Agreement also cancels and supersedes all prior agreements between the Parties related to Subdistrict No. 1's use of storage space in Beaver Park Reservoir.

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

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

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

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

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

By: Patt Dorsey
Patt Dorsey, Regional Manager

Date: 16 May 13

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

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 5/13/13

**LEASE AGREEMENT
FOR USE OF PIEDRA WATER**

This Lease Agreement for Use of Piedra Water ("Lease Agreement") is entered into this 21 day of May, 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 Río 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

PURCHASE AGREEMENT FOR TRANSMOUNTAIN WATER

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

RECITALS

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

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

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

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

SELLER: Sid Klecker, representative for Klecker Ranch Inc.

By: Sid Klecker

Date: 3-24-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/24/14

PURCHASE-OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

1.5. Purchase Price.

1.5.1. The purchase price for the 1,000 a.f. of water being optioned under this Agreement is \$50,000.00.

1.5.2. The RGWCD shall receive credit for its option payment of \$3,500 at the time of purchase.

1.5.3. The RGWCD must pay the full Purchase Price within ten business days of its exercise of the Option.

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

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

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

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

2. Seller's Obligations and Representations.

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

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

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

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

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

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

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

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

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

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

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

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

Seller:


Navajo Development Co., Inc.

Date 8/4/11

ACCEPTED:

Rio Grande Water Conservation District

By: _____
George Whitten

_____ Date

Title: _____
President

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

Seller:

 Navajo Development Co., Inc.

Date _____

ACCEPTED:

Rio Grande Water Conservation District

By: _____

George Whitten

Date

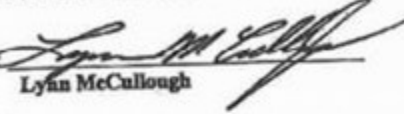
8-3-11

Title: _____

President

Acknowledgement:

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

By: 
Lynn McCullough

8/4/11
Date

Title: _____
President

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

Seller:

John H. Parker
Navajo Development Co., Inc.

Date 8/24/12

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr
George Whitten

Date 8/29/12

Title: President
President

Acknowledgement:

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

By: Brian D Brounell
~~Lynn McCullough~~ Brian Brounell

Date 8/29/12

Title: _____
President

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

1.3. The Seller shall not be bound to transfer the Additional Water to the RGWCD unless and until the RGWCD has made the purchase payment to the Seller pursuant to the terms of this Agreement.

2. Term of Agreement. This Agreement begins on the date of execution of this Agreement by both the Seller and the RGWCD, which date shall be the "Effective Date," and will continue until title to the Stored Water has been transferred to the RGWCD, and either (1) title to the Additional Water has been transferred to the RGWCD, or (2) the Seller has decided to not make available the Additional Water and given notice to RGWCD under paragraph 1.2.1 of this Agreement. If RGWCD has not made full payment pursuant to this Agreement within the time frames set forth in paragraphs 1.1.1 and 1.2.3 of this Agreement, then the Agreement will terminate as provided in paragraph 1.4.

3. If the RGWCD fails to pay when due the purchase payment required herein for the Stored Water, then this Agreement will terminate and Seller shall retain title to the Stored Water and the Additional Water. If the RGWCD makes full and timely payment for the Stored Water, but fails to pay when due the purchase payment required herein for the Additional Water, the RGWCD shall retain its right to the Stored Water under this Agreement, but the Seller shall retain title to the Additional Water.

4. Water Subject to the Agreement. The water subject to this Agreement is 100 a.f. of water in storage in the Rio Grande Reservoir.

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

2. Seller's Obligations and Representations.

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

2.2. Evaporation and Seepage Losses; Notice to Reservoir Owner. Seller agrees to stand evaporation and seepage losses occurring prior to the transfer of the Stored Water and the Additional Water. Upon the receipt of payment from the RGWCD

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.
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Seller:

John N. Parker
Navajo Development Co., Inc.

July 1, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

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

7/22/13
Date

Acknowledgement:

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

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

7/23/13
Date

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

1. Subject to the terms of this Agreement, the RGWCD agrees to purchase 250 a.f. of transmountain water currently in storage in Rio Grande Reservoir ("Stored Water").
 - 1.1. Purchase Price of Stored Water. The purchase price for the 250 a.f. of Stored Water under this Agreement is \$62,500.00, due and payable within ten business days after the Effective Date, as defined in paragraph 1.3 of this Agreement.
2. Subject to the terms of this Agreement, the RGWCD agrees to purchase up to 50 a.f. of additional water currently in storage in Rio Grande Reservoir ("Additional

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

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

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

2. Seller's Obligations and Representations.

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

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

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

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

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

To RGWCD: Steve Vandiver

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

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

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

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

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

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

Seller:

John D. 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

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

Seller:

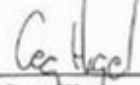


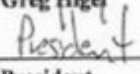
Navajo Development Co., Inc.

Date 12/19/14

ACCEPTED:

Rio Grande Water Conservation District

By: 

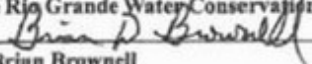
Greg Higel
Title: 


President

Date 12/22/14

Acknowledgement:

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

By: 

Brian Brownell
Title: 

President

Date 12/23/14

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

Alamosa, CO 81101
Email: steve@rgwcd.org

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

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

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

Seller:

John H. Parkhurst
Navajo Development Co., Inc.

Date 2/4/16

ACCEPTED:

Rio Grande Water Conservation District

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

Date 2/2/16

Acknowledgement:

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

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

Date 2/3/16



Rio Grande Water Conservation District

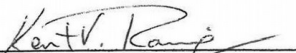
10900 Highway 160 East • Alamosa, Colorado 81101
Phone: (719) 589-6301 • Fax: (719) 589-4331
Protecting & Conserving San Luis Valley Water

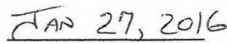
Agreement to Purchase Transmountain Diversion Water

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

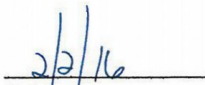
This agreement provides that this 10 acre-feet of stored water, owned by B & R, LLC, is available for sale and once this agreement is signed and proper payment made to B & R, LLC, the Rio Grande Water Conservation District will have full ownership, control and ability to use this water for Subdistrict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

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


Kent V. Rominger, B & R, LLC


Date


Greg Higel, RGWCD President


Date

Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

Phone: (719) 589-8301 • Fax: (719) 589-4331

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

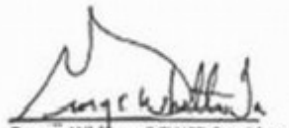
This agreement provides that this 10 acre-feet of stored water, owned by the Estate of Ralph Vernon Rominger, is available for sale and once this agreement is signed and proper payment made to the Estate, the Rio Grande water Conservation District will have full ownership, control and ability to use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

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


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013

Date


George Whitten, RGWCD President

June 28/2013
Date

Rio Grande Water Conservation District

10000 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013

Date


George Whitten, RGWCD President

June 28, 2013
Date



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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

Kent V. Rominger
Personal Representative for the
Ralph Vernon Rominger Estate

26 NOVEMBER, 2014

Date

Greg Higel
Greg Higel, RGWCD President

12/1/14
Date

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

Invoice

DATE	INVOICE #
2/19/2013	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

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

Invoice

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

BILL TO

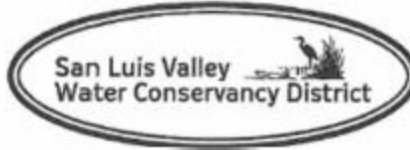
RG Water Conservation District
 10600 E U.S. Hwy. 160
 Alamosa, CO 81101

TERMS

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

Total \$26,742.50

623 Fourth Street
Alamosa, CO 81101
Telephone: (719) 589-2230
Fax: (719) 589-2270
e-mail: 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

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

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



BILL OF SALE

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

The Water Sold consists of:

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

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. Smith 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

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

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. **General Provisions.**

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

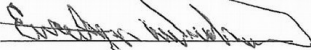
conflicts with said laws, rules, and regulations shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Venue for any action regarding this Lease Agreement shall be in the District Court for Alamosa County, Colorado or Water Court as appropriate.

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

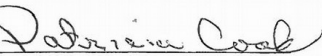
- O. **Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included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

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: 

Date: March 18 2015

By: 

Date: March 18, 2015

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve E. Vandiver
Steve Vandiver, General Manager

Date: 3-18-15

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. **General Provisions.**

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

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

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

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

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: Patricia Cook

Date: 3-19-14

By: Evelyn Underwood

Date: 3-19-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/19/14

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

2. **Term of Lease Agreement.** This Lease Agreement is from the effective date above, terminating December 31, 2013. This Lease Agreement is for a single term only and not renewable without a subsequent written lease agreement.
3. **Determination of Water Available to RGWCD.** The total quantity of water made available to the RGWCD for its use under this Lease Agreement will be determined by the records of the Colorado Division of Water Resources and/or the records of the Water Commissioner for Water Division No. 20. Such final records are presumed to be accurate and a Party contesting such records must show by clear and convincing evidence that such records are in error and what the correct amount should be.
4. **Payment.** The RGWCD will pay to Lessor the amounts owed for water delivered in a calendar month by the 25th day of the succeeding month. Such monthly payments will be based on the amount of water recorded in the preliminary Water Commissioner Records. The RGWCD will pay to Lessors the amounts due for any partial acre-foot delivered as a percentage of the \$225.00 per-acre foot price. By January 31, 2014, the Parties will settle any further amounts owed by the RGWCD to Lessors or to be refunded by Lessors to the RGWCD based on the final Water Commissioner records for the water year. If the final Water Commissioner records show more water was delivered than previously paid for, the RGWCD will pay the difference to Lessors. If the final Water Commissioner records for the water year show less water was delivered than previously paid for, Lessors shall pay the difference to the RGWCD.
5. **Carry-over Storage.** The RGWCD will continue to own and control any amounts of water purchased under this lease until such water is fully consumed. The RGWCD has the right to carry-over any quantities of water not released from storage and used during calendar year 2013 into subsequent years without limitation.
6. **Storage Charges.** The RGWCD is responsible for any storage charges for the water exchanged into Rio Grande Reservoir under this lease and will make such payments directly so Lessors are not charged or billed for such charges.

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

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

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

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

Lessor:

Patricia Coody
6550 E St
Del Norte, CO 81132
719-6587-2544

RGWCD:

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

5. **General Provisions.**

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

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

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

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

Lessor: PATTY COOK AND EVELYN UNDERWOOD

By: *Patty Cook aka Patty Cook*

Date: *4-8-13*

By: *[Signature]*
 Date: *4/10/13* *[Signature]*

this contract is subject to the addendum

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve E. Vandiver
Steve Vandiver, General Manager

Date: 4/4/13

ADDENDUM TO LEASE AGREEMENT

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

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

APPENDIX G

Santa Maria Shares Leased by Subdistrict No. 1

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

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

RG Canal	3868	5	1	2011
RG Canal	3869	10	1	2011
RG Canal	3871	5	1	2011
RG Canal	3889	15	1	2011
RG Canal	3890	10	1	2011
RG Canal	3891	10	1	2011
RG Canal	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	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 Shares Leased in 2011 1950

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	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 2035.8

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	3270.8

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	<u>20</u>	1	2013
Total One Year Leases in 2013		<u>1595</u>		

RG Canal	1706	10	3	2015
RG Canal	1786	10	3	2015
RG Canal	2042	30	3	2014
RG Canal	2114	10	3	2015
RG Canal	2142	10	3	2015
RG Canal	2206	10	3	2014
RG Canal	2615	20	3	2014
RG Canal	2616	10	3	2014
RG Canal	2780	30	3	2014
RG Canal	2789	10	3	2015
RG Canal	2818	10	3	2015
RG Canal	2909	10	3	2014
RG Canal	3023	10	3	2015
RG Canal	3160	10	3	2014
RG Canal	3162	20	3	2014
RG Canal	3247	10	3	2014
RG Canal	3249	10	3	2014
RG Canal	3274	20	3	2014
RG Canal	3304	5	3	2014
RG Canal	3305	10	3	2014
RG Canal	3310	10	3	2015
RG Canal	3336	10	3	2014
RG Canal	3356	10	3	2014
RG Canal	3428	10	3	2014
RG Canal	3459	10	3	2015
RG Canal	3486	10	3	2015
RG Canal	3487	10	3	2015
RG Canal	3650	5	3	2014
RG Canal	3651	2.5	3	2014
RG Canal	3652	7.5	3	2014
RG Canal	3682	5	3	2015
RG Canal	3683	5	3	2015
RG Canal	3684	10	3	2015
RG Canal	3716	10	3	2014
RG Canal	3723	10	3	2015
RG Canal	3772	10	3	2014
RG Canal	3788	15	3	2015
RG Canal	3789	10	3	2015
RG Canal	3802	10	3	2014
RG Canal	3803	10	3	2014
RG Canal	3816	30.8	3	2015
RG Canal	3820	10	3	2014
RG Canal	3849	10	3	2015
RG Canal	3850	10	3	2015
RG Canal	3855	40	3	2014
RG Canal	3859	10	3	2015
RG Canal	3860	10	3	2015

RG Canal	3869	10	3	2015
RG Canal	3876	10	3	2015
RG Canal	3889	15	3	2014
RG Canal	3890	10	3	2014
RG Canal	3898	10	3	2014
RG Canal	3915	10	3	2014
RG Canal	3932	10	3	2015
RG Canal	3937	10	3	2015
RG Canal	3939	10	3	2014
RG Canal	3958	10	3	2014
RG Canal	3969	10	3	2014
RG Canal	4005	10	3	2015
RG Canal	4068	10	3	2014
RG Canal	4099	10	3	2014
RG Canal	4128	10	3	2014
RG Canal	4156	10	3	2014
RG Canal	4174	10	3	2014
RG Canal	4175	10	3	2014
RG Canal	4176	5	3	2014
RG Canal	4194	10	3	2015
RG Canal	4200	10	3	2015
RG Canal	4201	10	3	2015
RG Canal	4205	10	3	2014
RG Canal	4212	20	3	2014
RG Canal	4247	10	3	2015
RG Canal	4262	10	3	2015
RG Canal	5677	10	3	2014

**Total Three Year Leases in
2013**

845.8

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

RG Canal	3826	10	5	2016
RG Canal	3827	10	5	2016
RG Canal	3828	10	5	2016
RG Canal	3830	20	5	2016
RG Canal	3831	10	5	2016
RG Canal	3832	10	5	2016
RG Canal	3833	10	5	2016
RG Canal	3834	10	5	2016
RG Canal	3835	10	5	2016
RG Canal	3836	10	5	2016
RG Canal	3843	10	5	2016
RG Canal	3902	5	5	2016
RG Canal	3934	10	5	2016
RG Canal	3973	10	5	2016
RG Canal	3977	10	5	2016
RG Canal	4015	10	5	2016
RG Canal	4020	10	5	2016
RG Canal	4036	10	5	2016
RG Canal	4038	10	5	2016
RG Canal	4039	10	5	2016
RG Canal	4048	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4080	10	5	2016
RG Canal	4084	10	5	2016
RG Canal	4085	10	5	2016
RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119	10	5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016
RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016
RG Canal	4225	5	5	2016
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017

RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4239	10	5	2016
RG Canal	4270	10	5	2016
RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017

Total Five Year Leases in 2013 795

Total Shares Leased in 2013 3235.8

Santa Maria Leased Shares for 2014				
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires
RG Canal	1489	10	1	2014
RG Canal	2211	20	1	2014
RG Canal	2240	10	1	2014
RG Canal	2348	15	1	2014
RG Canal	2601	15	1	2014
RG Canal	2602	15	1	2014
RG Canal	2603	20	1	2014
RG Canal	2679	10	1	2014
RG Canal	2680	10	1	2014
RG Canal	2681	10	1	2014
RG Canal	2682	10	1	2014
RG Canal	2826	10	1	2014
RG Canal	2827	10	1	2014
RG Canal	2828	10	1	2014
RG Canal	2897	10	1	2014
RG Canal	3005	10	1	2014
RG Canal	3031	10	1	2014
RG Canal	3032	10	1	2014
RG Canal	3033	5	1	2014
RG Canal	3047	10	1	2014
RG Canal	3088	10	1	2014
RG Canal	3089	30	1	2014
RG Canal	3140	10	1	2014
RG Canal	3141	10	1	2014
RG Canal	3187	10	1	2014
RG Canal	3189	10	1	2014
RG Canal	3190	10	1	2014
RG Canal	3220	10	1	2014
RG Canal	3221	10	1	2014
RG Canal	3291	10	1	2014
RG Canal	3311	10	1	2014
RG Canal	3368	10	1	2014
RG Canal	3419	35	1	2014
RG Canal	3441	10	1	2014

RG Canal	3449	10	1	2014
RG Canal	3461	10	1	2014
RG Canal	3462	10	1	2014
RG Canal	3568	10	1	2014
RG Canal	3591	10	1	2014
RG Canal	3604	5	1	2014
RG Canal	3618	10	1	2014
RG Canal	3645	15	1	2014
RG Canal	3717	20	1	2014
RG Canal	3746	10	1	2014
RG Canal	3747	15	1	2014
RG Canal	3757	10	1	2014
RG Canal	3786	10	1	2014
RG Canal	3787	10	1	2014
RG Canal	3790	10	1	2014
RG Canal	3791	5	1	2014
RG Canal	3792	10	1	2014
RG Canal	3795	10	1	2014
RG Canal	3796	15	1	2014
RG Canal	3806	10	1	2014
RG Canal	3810	10	1	2014
RG Canal	3811	10	1	2014
RG Canal	3818	10	1	2014
RG Canal	3819	10	1	2014
RG Canal	3838	10	1	2014
RG Canal	3839	10	1	2014
RG Canal	3858	40	1	2014
RG Canal	3871	5	1	2014
RG Canal	3891	10	1	2014
RG Canal	3893	10	1	2014
RG Canal	3909	5	1	2014
RG Canal	3962	10	1	2014
RG Canal	3963	10	1	2014
RG Canal	4003	5	1	2014
RG Canal	4017	10	1	2014
RG Canal	4027	10	1	2014
RG Canal	4028	10	1	2014
RG Canal	4029	10	1	2014
RG Canal	4030	20	1	2014
RG Canal	4075	10	1	2014
RG Canal	4076	10	1	2014
RG Canal	4077	10	1	2014
RG Canal	4078	10	1	2014
RG Canal	4094	10	1	2014
RG Canal	4101	10	1	2014
RG Canal	4102	10	1	2014
RG Canal	4105	5	1	2014
RG Canal	4113	5	1	2014
RG Canal	4118	30	1	2014
RG Canal	4120	10	1	2014

RG Canal	4135	10	1	2014
RG Canal	4140	10	1	2014
RG Canal	4141	10	1	2014
RG Canal	4142	7.5	1	2014
RG Canal	4143	7.5	1	2014
RG Canal	4146	10	1	2014
RG Canal	4147	10	1	2014
RG Canal	4150	10	1	2014
RG Canal	4151	15	1	2014
RG Canal	4152	10	1	2014
RG Canal	4159	10	1	2014
RG Canal	4160	10	1	2014
RG Canal	4161	25	1	2014
RG Canal	4162	10	1	2014
RG Canal	4163	10	1	2014
RG Canal	4164	10	1	2014
RG Canal	4165	5	1	2014
RG Canal	4166	10	1	2014
RG Canal	4167	10	1	2014
RG Canal	4170	10	1	2014
RG Canal	4179	10	1	2014
RG Canal	4209	10	1	2014
RG Canal	4210	10	1	2014
RG Canal	4242	10	1	2014
RG Canal	4243	10	1	2014
RG Canal	4244	10	1	2014
RG Canal	4271	10	1	2014
RG Canal	4272	25	1	2014
RG Canal	4273	10	1	2014
RG Canal	4274	7.5	1	2014
RG Canal	4275	10	1	2014
RG Canal	4276	30	1	2014
RG Canal	4278	7.5	1	2014
RG Canal	4281	10	1	2014
RG Canal	4282	5	1	2014
RG Canal	4285	10	1	2014
RG Canal	4287	10	1	2014
RG Canal	4290	20	1	2014
RG Canal	4296	10	1	2014
RG Canal	4305	20	1	2014
RG Canal	4307	20	1	2014
RG Canal	4308	10	1	2014
RG Canal	4309	10	1	2014
RG Canal	4310	10	1	2014
RG Canal	4311	10	1	2014
RG Canal	4312	20	1	2014
RG Canal	4313	10	1	2014
RG Canal	4314	10	1	2014
RG Canal	4317	10	1	2014
RG Canal	4335	10	1	2014

RG Canal	4336	<u>10</u>	1	2014
Total One Year Leases in 2014		<u>1550</u>		

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	3,320.8
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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	3810	10	1	2015
RG Canal	3811	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		1145		

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	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		975.8		

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

RG Canal	3819	10	5	2019
RG Canal	3820	10	5	2019
RG Canal	3826	10	5	2016
RG Canal	3827	10	5	2016
RG Canal	3828	10	5	2016
RG Canal	3830	20	5	2016
RG Canal	3831	10	5	2016
RG Canal	3832	10	5	2016
RG Canal	3833	10	5	2016
RG Canal	3834	10	5	2016
RG Canal	3835	10	5	2016
RG Canal	3836	10	5	2016
RG Canal	3843	10	5	2016
RG Canal	3902	5	5	2016
RG Canal	3915	10	5	2019
RG Canal	3934	10	5	2016
RG Canal	3939	10	5	2019
RG Canal	3958	10	5	2019
RG Canal	3969	10	5	2019
RG Canal	3973	10	5	2016
RG Canal	3974	10	5	2016
RG Canal	3977	10	5	2016
RG Canal	4015	10	5	2016
RG Canal	4020	10	5	2016
RG Canal	4036	10	5	2016
RG Canal	4038	10	5	2016
RG Canal	4039	10	5	2016
RG Canal	4048	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4079	10	5	2016
RG Canal	4080	10	5	2016
RG Canal	4084	10	5	2016
RG Canal	4085	10	5	2016
RG Canal	4096	10	5	2016
RG Canal	4097	10	5	2016
RG Canal	4098	10	5	2016
RG Canal	4099	10	5	2016
RG Canal	4099	10	5	2019
RG Canal	4100	10	5	2016
RG Canal	4114	10	5	2016
RG Canal	4119	10	5	2016
RG Canal	4131	10	5	2016
RG Canal	4144	10	5	2016
RG Canal	4178	10	5	2016
RG Canal	4190	10	5	2016
RG Canal	4193	10	5	2016
RG Canal	4195	10	5	2016
RG Canal	4196	10	5	2016
RG Canal	4197	10	5	2016
RG Canal	4198	10	5	2016

RG Canal	4199	10	5	2016
RG Canal	4213	20	5	2016
RG Canal	4223	10	5	2016
RG Canal	4224	10	5	2016
RG Canal	4225	5	5	2016
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017
RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4270	10	5	2016
RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017
RG Canal	5677	10	5	2019
Total Five Year Leases in 2015		975		
Total Shares Leased in 2015		3095.8		

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	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	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	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	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		

APPENDIX H

2017 Plan Year Forbearance Agreements

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2017, 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 2017 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, 2017 through April 30th, 2018.

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 2017 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Centennial Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When ten days of estimated un-replaced depletions to the Centennial Ditch Company during the term of this Agreement has been forbore 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 2017 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$20.00 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion at the Centennial Ditch pursuant to the terms of this Agreement.

3.1. After the end of the 2017 irrigation season, and not later than March 15, 2018, 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, 2018.

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 2017 Annual Replacement Plan.

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

To Company:

Centennial Ditch Company
3414 County Road 104
Alamosa, CO 81101

To Subdistrict No. 1:

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

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effect May 1, 2017, 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 2017 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, 2017 through April 30th, 2018.

2. Forbearance by the Company.

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

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

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Empire Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Empire Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2017 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 2017 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company ^{\$} 50 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 2017 irrigation season, and not later than March 15, 2018, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Empire Canal would have been able to divert if all unreplaced injurious depletions to the Empire Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

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

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2018.

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 2017 Annual Replacement Plan.

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

To Company:

Commonwealth Irrigation Company
PO Box 993
Alamosa, CO 81101

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

Commonwealth Irrigation Company

By: Lawrence Crowder
Lawrence Crowder, President

3-30-17
Date

ACCEPTED:

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

By: Rob Phillips
Rob Phillips, Program Manager

3-30-17
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2017, 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 07CW52. Pursuant to the Amended Plan, in 2012 Subdistrict No. 1 began remedying injurious stream depletions caused by the operation of wells included in the Amended Plan.

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2017 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, 2017 through April 30th, 2018.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Excelsior Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Excelsior Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2017 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Excelsior Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Excelsior Ditch during the term of this Agreement equals 1,000.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2017 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2017 irrigation season, and not later than March 15, 2018, 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, 2018.

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 2017 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

The Excelsior Ditch Company

By: Roy Oliver
Roy Oliver, President

3-21-17
Date

ACCEPTED:

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

By: Rob Phillips
Rob Phillips, Program Manager

3-21-17
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2017, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Farmers Union Canal (“District”), an irrigation district (collectively “the Parties”).

RECITALS

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

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2017 Annual Replacement Plan necessary for implementation of the Amended Plan.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect from May 1, 2017 through April 30th, 2018.

2. **Forbearance by the District.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the District will be calculated each day that a water right decreed to the Farmers Union Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the District and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Farmers Union Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2017 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Farmers Union Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Farmers Union Canal during the term of this Agreement equals 1,000.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2017 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the District \$ 200.00 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Farmers Union Canal from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2017 irrigation season, and not later than March 15, 2018, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the District would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the District with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the District; and (2) a calculation of the amount of the payment due under paragraph 3, above. The District will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the District with an accounting of the unreplaced injurious depletions to the water rights of the District from the Rio Grande and the amount of the payment due, but not later than April 15, 2018.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the District under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the District will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (1) (B), during the term of this Agreement the District will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Farmers Union Canal to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2017 Annual Replacement Plan.

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

To District:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

San Luis Valley Irrigation District

By:  3/15/17
President Date

ACCEPTED:

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

By:  3-16-17
Rob Phillips, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2017, 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 2017 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, 2017 through April 30th, 2018.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 100.0 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the 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 2017 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Rio Grande Lariat Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Rio Grande Lariat Ditch during the term of this Agreement equals 100.0 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 2017 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2017 irrigation season, and not later than March 15, 2018, 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, 2018.

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 2017 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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


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

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

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

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


The Rio Grande Lariat Ditch

By: 
President

3-30-17
Date

ACCEPTED:

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

By: 
Rob Phillips, Program Manager

3-30-17
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2017, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Monte Vista Water Users’ Association (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the Monte Vista Canal and the water rights decreed thereto. The Monte Vista Canal diverts water from the Rio Grande in the NE¼ SW¼ of Section 6, T39N, R7E, N.M.P.M., and has decreed priorities totaling 340.77 c.f.s. from the Rio Grande

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

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

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

E. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2017 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, 2017 through April 30th, 2018.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Monte Vista Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Monte Vista Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2017 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Monte Vista Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount</u>
224	132.2
358	125.3
1903-24A	13.35
1903-30A	20.58
1903-34A	9.44
1903-37	3.75
1903-41	1.63
1903-45A	10.42
1903-46A	5.21
1903-49B	14.33
1903-52A	4.56

2.5. When the total amount of estimated unreplaced depletions to the Monte Vista Canal during the term of this Agreement equals 300.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2017 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2017 irrigation season, and not later than March 15, 2018, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due

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

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2018.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Monte Vista Canal to off-set the first 300.0 acre-feet of injurious stream depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2017 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

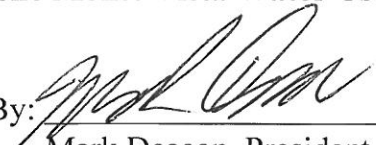
7.8. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County,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

By: 
Mark Deacon, President


Date

ACCEPTED:

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

By: 
Rob Phillips, Program Manager

2-10-17
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2017, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the San Luis Valley Canal Company (“Company”), a Colorado mutual ditch company (collectively “the Parties”).

RECITALS

A. The Company owns and operates the San Luis Valley Canal and the water rights decreed thereto. The San Luis Valley Canal diverts water from the Rio Grande in the SW¼ of Section 36, T39N, R8E, N.M.P.M., and has decreed priorities totaling 574.76 c.f.s. from the Rio Grande

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2017 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, 2017 through April 30th, 2018.

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 400.0 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the San Luis Valley Canal. . Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the San Luis Valley Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the San Luis Valley Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2017 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the San Luis Valley Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the San Luis Valley Canal during the term of this Agreement equals 400.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2017 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 2017 irrigation season, and not later than March 15, 2018, 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, 2018.

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 2017 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

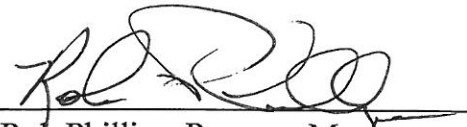
The San Luis Valley Canal Company

By: 
President

3/13/17
Date

ACCEPTED:

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

By: 
Rob Phillips, Program Manager

3/13/17
Date

APPENDIX I

Closed Basin Allocation Letters

The Rio Grande Water Users Assn.

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

March 30, 2017

Rob Phillips, Program Manager
Rio Grande Water Conservation District
10900 E. Highway 160
Alamosa, Colorado 81101

RE: Allocation of Rio Grande's Share of Closed Basin Project Production

Dear Rob:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users intend to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2017 through April 20, 2018. 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 2017 and 2018.

At its meeting on March 30, 2017, the Board of Directors of the Water Users also reviewed the needs of Special Improvement District No. 1 of the Rio Grande Water Conservation District (Subdistrict No.1") for water to replace stream depletions under its Annual Replacement Plan. In light of the importance of Subdistrict No. 1 being able to meet its replacement requirements in this year's operations, the Water Users' Board voted to specifically allocate up to 1,000 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under Subdistrict No. 1's 2017-2018 Annual Replacement Plan.

The Water Users anticipate that the vast majority of this Project Water will be used to replace non-irrigation season depletions from October 31 through March 31. There may be circumstances during the irrigation season when Subdistrict No. 1 cannot deliver water to the Rio Grande below the Chicago Ditch due to intervening dry stream reaches or excessive losses in deliveries. In those circumstances, the Water Users believe Project Water is an appropriate replacement source, but intend that its use during the irrigation season be minimized.

This allocation to Subdistrict No. 1 covers parts of two calendar years. The amount of the 1,000 acre-feet that is used for replacement by December 31, 2017, will come from the Rio Grande's 2017 share of the Project's usable yield. The remainder can be used for replacements through April 30, 2018, the end of Subdistrict No. 1's 2017-2018 Annual Replacement Plan Year. The amount used by April 30, 2018, will come from the Rio Grande's share of Project

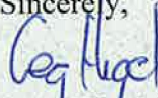
production in 2018.

Rob Phillips, Program Manager
March 30, 2017
Page 2

The Board of the Water Users has made clear to Subdistrict No. 1 and to the members of the Water Users that this allocation is made on a one-time basis and is not a precedent that binds the Water Users, and that the Water Users have no duty to make a similar allocation in the future. The Rio Grande Water Conservation District should understand this as well, and should not assume that the Water Users will make a similar allocation in the future.

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

Sincerely,



Greg Higel, President
Rio Grande Water Users Association

Copy: San Luis Valley Water Conservancy District
Craig Cotten

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



March 29, 2017

Heather R. Dutton - Manager

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

Dear Mr. Simpson,

In accordance with the Resolution Regarding Allocation of Yield of the Closed Basin Project, the allocation of the Rio Grande's share of the of the usable Project water is made annually by the Rio Grande Water Users Association, with consultation with the San Luis Valley Water Conservancy District (District).

The District's Board of Directors voted at their March 16, 2017 Board Meeting to approve an allocation of up to 2,500 acre-feet of the Rio Grande's share of Project water to replace stream depletions in the 2017 Annual Replacement Plan for Subdistrict #1. The District would like to note that this approval is on a one-time basis and does not bind the District to make a similar allocation in the future to Subdistrict #1 or any other Subdistricts.

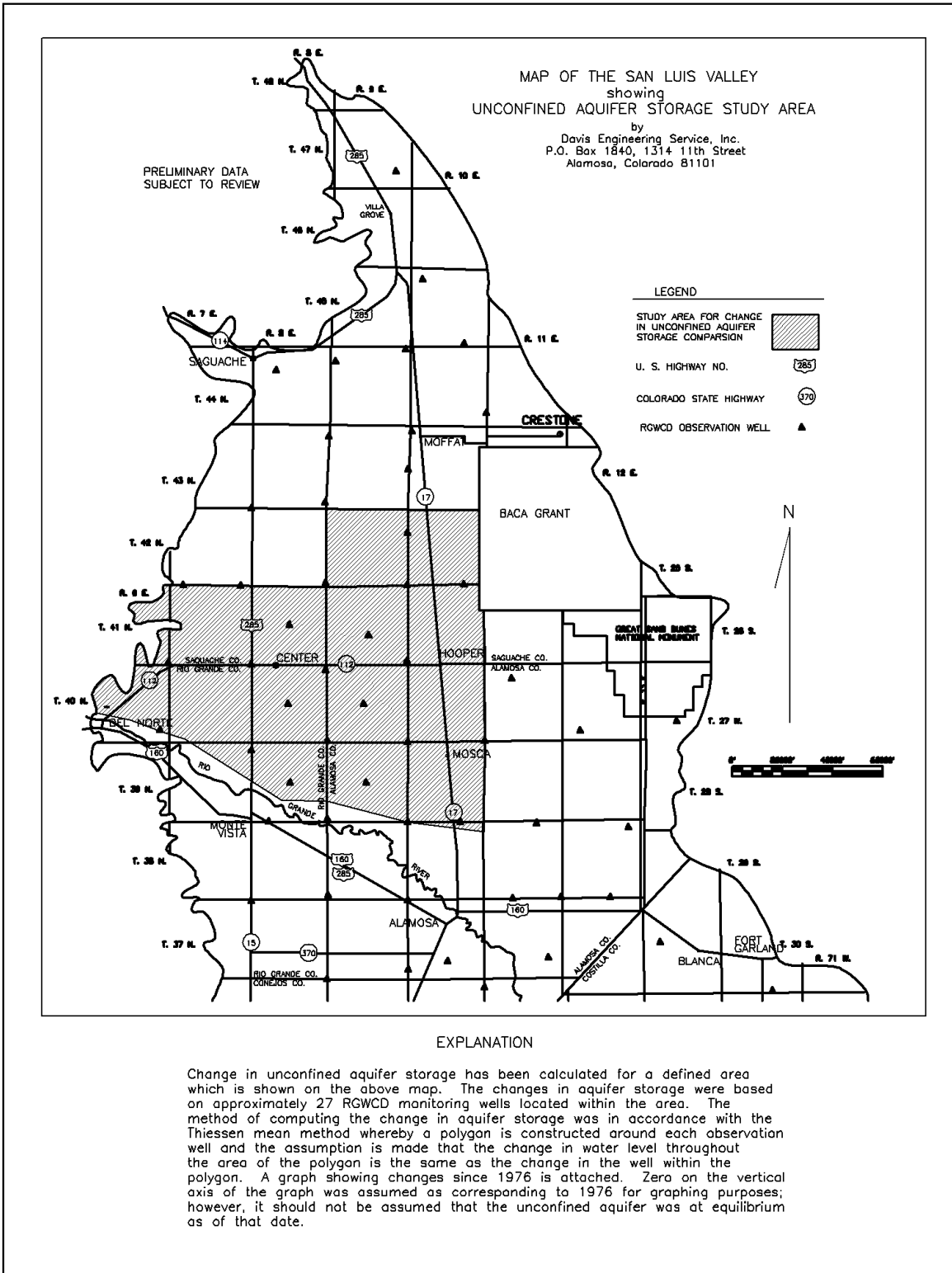
Sincerely,

A handwritten signature in blue ink, appearing to read "M. Dee Greeman", is written over a horizontal line.

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

APPENDIX J

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



Change in Unconfined Aquifer Storage – North Central San Luis Valley

CHANGE IN UNCONFINED AQUIFER STORAGE					
NORTH CENTRAL SAN LUIS VALLEY					
Prepared by	Davis Engineering Service, Inc.				
	1314 11th Street, P.O. Box 1840				
	Alamosa, CO 81101			Average	5 yr. Running
				Annual	Average
	Monthly	Accumulated		Accumulated	Accumulated
	Change in	Change in		Change in	Change in
	Storage	Storage		Storage	Storage
Date	(acre-feet)	(acre-feet)	Date	(acre-feet)	(acre-feet)
01/01/76	0	0			
02/01/76	-39999.276	-39999.276			
03/01/76	77786.084	37786.808			
04/01/76	20613.124	58399.932			
05/01/76	16171.628	74571.56			
06/01/76	29018.556	103590.116			
07/01/76	-10429.246	93160.87			
08/01/76	12474.802	105635.672			
09/01/76	-57446.136	48189.536			
10/01/76	-9835.47	38354.066			
11/01/76	8742.436	47096.502			
12/01/76	34926.408	82022.91	12/1/1976	54067.3913	
01/01/77	-52330.194	29692.716			
02/01/77	0	29692.716			
03/01/77	9337.002	39029.718			
04/01/77	-66606.56	-27576.842			
05/01/77	26280.85	-1295.992			
06/01/77	-52715.472	-54011.464			
07/01/77	-20396.064	-74407.528			
08/01/77	-37527.502	-111935.03			
09/01/77	-111073.584	-223008.614			
10/01/77	-12109.48	-235118.094			
11/01/77	-22296.448	-257414.542			
12/01/77	-22198.364	-279612.906	12/1/1977	-97163.8218	
01/01/78	11784.074	-267828.832			
02/01/78	-17151.566	-284980.398			
03/01/78	-17203.476	-302183.874			
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05/01/78	-21920.32	-326427.846			
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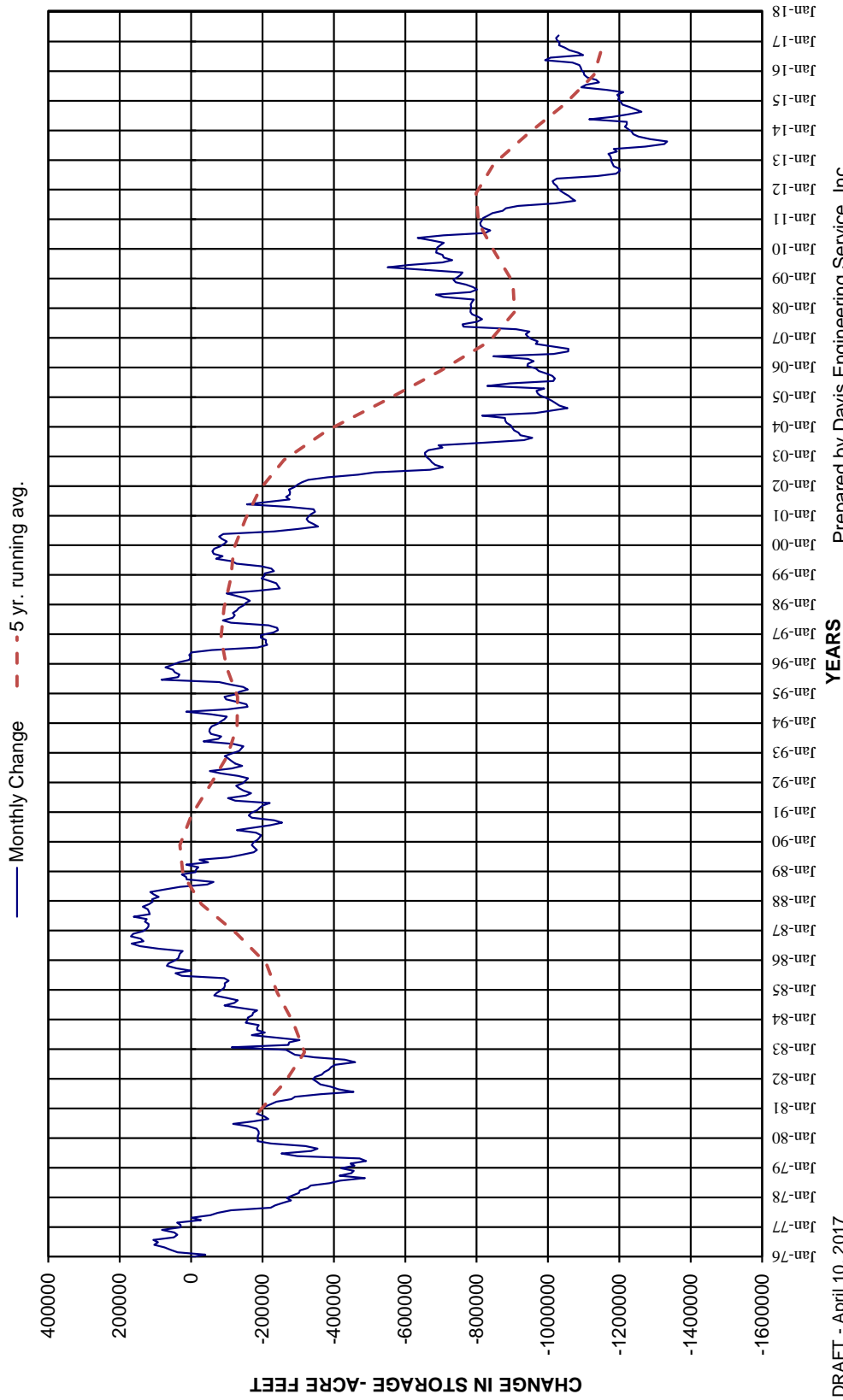
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2/1/2009	-11460.48	-746582.72			
3/1/2009	-8478.4	-755061.12			
4/1/2009	-5237.78	-760298.90			
5/1/2009	103562.53	-656736.37			
6/1/2009	105885.55	-550850.82			
7/1/2009	-59264.24	-610115.06			
8/1/2009	-93863.57	-703978.63			
9/1/2009	-27478.64	-731457.27			
10/1/2009	24175.47	-707281.80			
11/1/2009	2048.67	-705233.13			
12/1/2009	18423.75	-686809.38	12/1/2009	-695793.95	-851532.70
1/1/2010	-1372.66	-688182.04			
2/1/2010	-2055.79	-690237.83			
3/1/2010	-7606.29	-697844.12			
4/1/2010	-10297.84	-708141.96			
5/1/2010	35668.58	-672473.38			
6/1/2010	37436.04	-635037.34			
7/1/2010	-72125.58	-707162.92			
8/1/2010	-117100.01	-824262.93			
9/1/2010	-13939.55	-838202.48			
10/1/2010	19817.65	-818384.83			

11/1/2010	6709.59	-811675.24			
12/1/2010	1420.29	-810254.95	12/1/2010	-741821.67	-805855.59
1/1/2011	-4572.83	-814827.78			
2/1/2011	-2951.3	-817779.08			
3/1/2011	-13185.29	-830964.37			
4/1/2011	-13352.76	-844317.13			
5/1/2011	-28989.29	-873306.42			
6/1/2011	-8915.73	-882222.15			
7/1/2011	-34141.06	-916363.21			
8/1/2011	-103775.94	-1020139.15			
9/1/2011	-56543.67	-1076682.82			
10/1/2011	9783.57	-1066899.25			
11/1/2011	8527.67	-1058371.58			
12/1/2011	12468.04	-1045903.54	12/1/2011	-937314.70	-798614.13
1/1/2012	10139.85	-1035763.69			
2/1/2012	7692.68	-1028071.01			
3/1/2012	3288.92	-1024782.09			
4/1/2012	8764.00	-1016018.09			
5/1/2012	3228.14	-1012789.95			
6/1/2012	-12012.86	-1024802.81			
7/1/2012	-113987.8	-1138790.61			
8/1/2012	-52169.42	-1190960.03			
9/1/2012	-9800.85	-1200760.88			
10/1/2012	59.7	-1200701.18			
11/1/2012	16069.69	-1184631.49			
12/1/2012	3760.2	-1180871.29	12/1/2012	-1103245.26	-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			

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	-7139.78	-1029791.47			

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



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

DRAFT - April 10, 2017
Data through April 6, 2017

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)
1/5/2016	8.02	7554.49	RGWCD
2/1/2016	7.98	7554.53	RGWCD
3/3/2016	7.68	7554.83	RGWCD
4/4/2016	7.49	7555.02	RGWCD
5/2/2016	7.49	7555.02	RGWCD
6/1/2016	7.41	7555.10	RGWCD
7/6/2016	7.90	7554.61	RGWCD
8/2/2016	8.20	7554.31	RGWCD
9/7/2016	8.40	7554.11	RGWCD
10/4/2016	8.44	7554.07	RGWCD
11/2/2016	8.44	7554.07	RGWCD
12/5/2016	8.35	7554.16	RGWCD
1/3/2017	8.27	7554.24	RGWCD
2/1/2017	8.16	7554.35	RGWCD
3/2/2017	7.95	7554.56	RGWCD
USGS 375324105553301, NA04201007CCC, RGWCD18			
RG18			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
57.0	37.89225365 N	105.92872105 W	7550.20
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2016	17.68	7532.52	RGWCD

2/1/2016	17.67	7532.53	RGWCD
3/7/2016	17.51	7532.69	RGWCD
4/4/2016	17.59	7532.61	RGWCD
5/6/2016	17.57	7532.63	RGWCD
6/3/2016	17.64	7532.56	RGWCD
7/8/2016	17.60	7532.60	RGWCD
8/3/2016	17.62	7532.58	RGWCD
9/8/2016	17.63	7532.57	RGWCD
10/5/2016	17.58	7532.62	RGWCD
11/3/2016	17.60	7532.60	RGWCD
12/7/2016	17.63	7532.57	RGWCD
1/5/2017	17.59	7532.61	RGWCD
2/7/2017	17.61	7532.59	RGWCD
3/6/2017	17.58	7532.62	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)
1/5/2016	9.99	7626.37	RGWCD
2/1/2016	10.57	7625.79	RGWCD
3/3/2016	10.08	7626.28	RGWCD
4/4/2016	9.74	7626.62	RGWCD
5/2/2016	6.89	7629.47	RGWCD
6/1/2016	2.36	7634.00	RGWCD
7/6/2016	3.36	7633.00	RGWCD
8/2/2016	5.60	7630.76	RGWCD
9/7/2016	5.54	7630.82	RGWCD
10/4/2016	5.37	7630.99	RGWCD
11/2/2016	6.04	7630.32	RGWCD
12/5/2016	7.74	7628.62	RGWCD
1/3/2017	7.98	7628.38	RGWCD
2/1/2017	7.55	7628.81	RGWCD

3/2/2017	8.26	7628.10	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)
1/5/2016	17.55	7563.32	RGWCD
2/1/2016	17.34	7563.53	RGWCD
3/3/2016	17.05	7563.82	RGWCD
4/4/2016	16.86	7564.01	RGWCD
5/2/2016	16.53	7564.34	RGWCD
6/1/2016	16.95	7563.92	RGWCD
7/6/2016	18.51	7562.36	RGWCD
8/2/2016	20.86	7560.01	RGWCD
9/7/2016	21.54	7559.33	RGWCD
10/4/2016	20.8	7560.07	RGWCD
11/2/2016	19.66	7561.21	RGWCD
12/5/2016	19.11	7561.76	RGWCD
1/3/2017	18.74	7562.13	RGWCD
2/1/2017	18.41	7562.46	RGWCD
3/2/2017	18.13	7562.74	RGWCD
USGS 375010105554302, NA04200936DDD2, RGWCD23A			
RG23A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
56.0	37.8361106 N	105.9291867 W	7552.85
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)

1/5/2016	38.67	7514.18	RGWCD
2/1/2016	38.16	7514.69	RGWCD
3/7/2016	37.47	7515.38	RGWCD
4/4/2016	36.99	7515.86	RGWCD
5/2/2016	36.6	7516.25	RGWCD
6/3/2016	37.22	7515.63	RGWCD
7/8/2016	39.73	7513.12	RGWCD
8/3/2016	41.73	7511.12	RGWCD
9/8/2016	41.4	7511.45	RGWCD
10/5/2016	40.87	7511.98	RGWCD
11/3/2016	40.35	7512.50	RGWCD
12/7/2016	39.70	7513.15	RGWCD
1/5/2017	39.14	7513.71	RGWCD
2/7/2017	38.57	7514.28	RGWCD
3/6/2017	38.10	7514.75	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)
1/6/2016	13.55	7522.25	RGWCD
2/1/2016	13.59	7522.21	RGWCD
3/7/2016	13.47	7522.33	RGWCD
4/4/2016	13.72	7522.08	RGWCD
5/6/2016	13.68	7522.12	RGWCD
6/3/2016	13.78	7522.02	RGWCD
7/8/2016	13.72	7522.08	RGWCD
8/3/2016	13.70	7522.10	RGWCD
9/8/2016	13.70	7522.10	RGWCD
10/5/2016	13.63	7522.17	RGWCD
11/3/2016	13.80	7522.00	RGWCD
12/7/2016	13.88	7521.92	RGWCD
1/5/2017	13.86	7521.94	RGWCD

2/7/2017	13.84	7521.96	RGWCD
3/6/2017	14.00	7521.80	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)
1/6/2016	15.01	7522.21	RGWCD
2/1/2016	15.04	7522.18	RGWCD
3/7/2016	15.04	7522.18	RGWCD
4/4/2016	14.90	7522.32	RGWCD
5/6/2016	15.09	7522.13	RGWCD
6/3/2016	14.98	7522.24	RGWCD
7/8/2016	14.9	7522.32	RGWCD
8/3/2016	14.94	7522.28	RGWCD
9/8/2016	15.00	7522.22	RGWCD
10/5/2016	15.05	7522.17	RGWCD
11/3/2016	15.10	7522.12	RGWCD
12/7/2016	15.18	7522.04	RGWCD
1/5/2017	15.12	7522.10	RGWCD
2/7/2017	15.07	7522.15	RGWCD
3/6/2017	15.18	7522.04	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)
1/4/2016	29.68	7549.91	RGWCD
2/2/2016	29.18	7550.41	RGWCD
3/7/2016	28.96	7550.63	RGWCD
4/4/2016	28.80	7550.79	RGWCD
5/3/2016	28.88	7550.71	RGWCD
6/6/2016	27.17	7552.42	RGWCD
7/5/2016	26.50	7553.09	RGWCD
8/3/2016	24.48	7555.11	RGWCD
9/6/2016	29.50	7550.09	RGWCD
10/3/2016	29.61	7549.98	RGWCD
11/1/2016	29.38	7550.21	RGWCD
12/6/2016	29.08	7550.51	RGWCD
1/9/2017	29.31	7550.28	RGWCD
2/8/2017	29.55	7550.04	RGWCD
3/7/2017	29.34	7550.25	RGWCD
USGS 374505105554001, NA04100936DDA, RGWCD28A			
RG28A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
53.0	37.75197957 N	105.92816372 W	7571.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2016	36.29	7535.65	RGWCD
2/1/2016	36.10	7535.84	RGWCD
3/7/2016	35.81	7536.13	RGWCD
4/4/2016	35.79	7536.15	RGWCD
5/6/2016	35.70	7536.24	RGWCD
6/3/2016	35.80	7536.14	RGWCD
7/8/2016	38.53	7533.41	RGWCD
8/3/2016	38.94	7533.00	RGWCD
9/8/2016	37.15	7534.79	RGWCD
10/5/2016	37.37	7534.57	RGWCD

11/3/2016	36.34	7535.60	RGWCD
12/7/2016	36.05	7535.89	RGWCD
1/5/2017	35.65	7536.29	RGWCD
2/7/2017	35.51	7536.43	RGWCD
3/6/2017	32.47	7539.47	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)
1/1/2016	Well Dry	-	RGWCD
2/2/2016	Well Dry	-	RGWCD
3/3/2016	Well Dry	-	RGWCD
4/4/2016	Well Dry	-	RGWCD
5/2/2016	Well Dry	-	RGWCD
6/1/2016	Well Dry	-	RGWCD
8/2/2016	Well Dry	-	RGWCD
9/7/2016	Well Dry	-	RGWCD
10/3/2016	Well Dry	-	RGWCD
11/1/2016	Well Dry	-	RGWCD
12/5/2016	Well Dry	-	RGWCD
1/3/2017	Well Dry	-	RGWCD
2/1/2017	Well Dry	-	RGWCD
3/2/2017	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)
1/4/2016	27.90	7581.10	RGWCD
2/2/2016	27.73	7581.27	RGWCD
3/3/2016	27.25	7581.75	RGWCD
4/4/2016	26.44	7582.56	RGWCD
5/2/2016	26.34	7582.66	RGWCD
6/1/2016	24.95	7584.05	RGWCD
7/5/2016	25.28	7583.72	RGWCD
8/2/2016	28.06	7580.94	RGWCD
9/7/2016	29.38	7579.62	RGWCD
10/3/2016	28.85	7580.15	RGWCD
11/1/2016	28.35	7580.65	RGWCD
12/5/2016	27.69	7581.31	RGWCD
1/3/2017	27.68	7581.32	RGWCD
2/1/2017	27.26	7581.74	RGWCD
3/2/2017	27.09	7581.91	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)
1/4/2016	33.65	7588.82	RGWCD
2/2/2016	33.3	7589.17	RGWCD
3/7/2016	33.9	7588.57	RGWCD
4/4/2016	32.69	7589.78	RGWCD
5/3/2016	32.55	7589.92	RGWCD
6/6/2016	32.24	7590.23	RGWCD
7/5/2016	32.8	7589.67	RGWCD
8/3/2016	Well Dry	-	RGWCD
9/6/2016	Well Dry	-	RGWCD
10/3/2016	Well Dry	-	RGWCD

11/1/2016	Well Dry	-	RGWCD
12/6/2016	Well Dry	-	RGWCD
1/9/2017	Well Dry	-	RGWCD
2/8/2017	33.65	7588.82	RGWCD
3/7/2017	33.40	7589.07	RGWCD
USGS 374455106085501, NA04100831CCC, RGWCD31			
RG31			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
73.0	37.74863225 N	106.14876475 W	7668.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2016	37.14	7631.16	RGWCD
2/1/2016	37.37	7630.93	RGWCD
3/3/2016	37.68	7630.62	RGWCD
4/4/2016	37.95	7630.35	RGWCD
5/2/2016	38.00	7630.30	RGWCD
6/1/2016	34.64	7633.66	RGWCD
7/6/2016	Well Dry	-	RGWCD
8/2/2016	Well Dry	-	RGWCD
9/7/2016	34.20	7634.10	RGWCD
10/4/2016	34.74	7633.56	RGWCD
11/2/2016	35.10	7633.20	RGWCD
12/5/2016	35.09	7633.21	RGWCD
1/3/2017	35.62	7632.68	RGWCD
2/1/2017	36.00	7632.30	RGWCD
3/2/2017	36.34	7631.96	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)
1/5/2016	78.74	7676.84	RGWCD
2/1/2016	78.05	7677.53	RGWCD
3/3/2016	78.02	7677.56	RGWCD
4/4/2016	77.90	7677.68	RGWCD
5/2/2016	77.93	7677.65	RGWCD
6/1/2016	79.43	7676.15	RGWCD
7/6/2016	80.29	7675.29	RGWCD
8/2/2016	80.88	7674.70	RGWCD
9/7/2016	80.00	7675.58	RGWCD
10/4/2016	78.63	7676.95	RGWCD
11/2/2016	78.08	7677.50	RGWCD
12/5/2016	76.65	7678.93	RGWCD
1/3/2017	76.20	7679.38	RGWCD
2/10/2017	75.45	7680.13	RGWCD
3/2/2017	75.57	7680.01	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)
1/5/2016	Well Dry	-	RGWCD
2/1/2016	Well Dry	-	RGWCD
3/3/2016	Well Dry	-	RGWCD
4/4/2016	Well Dry	-	RGWCD
5/2/2016	Well Dry	-	RGWCD
6/1/2016	23.07	7787.69	RGWCD
7/6/2016	25.10	7785.66	RGWCD
8/2/2016	28.40	7782.36	RGWCD
9/7/2016	29.56	7781.20	RGWCD

10/4/2016	29.32	7781.44	RGWCD
11/2/2016	29.64	7781.12	RGWCD
12/5/2016	29.39	7781.37	RGWCD
1/3/2017	30.91	7779.85	RGWCD
2/1/2017	33.73	7777.03	RGWCD
3/2/2017	36.48	7774.28	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)
1/5/2016	41.98	7769.12	RGWCD
2/1/2016	43.11	7767.99	RGWCD
3/3/2016	45.22	7765.88	RGWCD
4/4/2016	46.89	7764.21	RGWCD
5/2/2016	46.81	7764.29	RGWCD
6/1/2016	43.20	7767.90	RGWCD
7/6/2016	35.43	7775.67	RGWCD
8/2/2016	37.33	7773.77	RGWCD
9/7/2016	35.76	7775.34	RGWCD
10/4/2016	33.70	7777.40	RGWCD
11/2/2016	33.70	7777.40	RGWCD
12/5/2016	33.99	7777.11	RGWCD
1/3/2017	36.38	7774.72	RGWCD
2/1/2017	38.74	7772.36	RGWCD
3/2/2017	41.53	7769.57	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)
1/5/2016	31.27	7652.03	RGWCD
2/1/2016	31.10	7652.20	RGWCD
3/3/2016	31.39	7651.91	RGWCD
4/4/2016	31.52	7651.78	RGWCD
5/2/2016	31.25	7652.05	RGWCD
6/1/2016	30.51	7652.79	RGWCD
7/6/2016	29.71	7653.59	RGWCD
8/2/2016	31.65	7651.65	RGWCD
9/7/2016	30.03	7653.27	RGWCD
10/4/2016	28.98	7654.32	RGWCD
11/2/2016	28.25	7655.05	RGWCD
12/5/2016	27.36	7655.94	RGWCD
1/3/2017	27.57	7655.73	RGWCD
2/1/2017	27.51	7655.79	RGWCD
3/2/2017	28.03	7655.27	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)
1/4/2016	35.30	7607.62	RGWCD
2/2/2016	35.10	7607.82	RGWCD
3/7/2016	34.84	7608.08	RGWCD
4/4/2016	34.79	7608.13	RGWCD
5/3/2016	34.67	7608.25	RGWCD
6/6/2016	29.28	7613.64	RGWCD
7/5/2016	31.22	7611.70	RGWCD
8/3/2016	35.66	7607.26	RGWCD

9/6/2016	35.62	7607.30	RGWCD
10/3/2016	34.90	7608.02	RGWCD
11/1/2016	34.60	7608.32	RGWCD
12/6/2016	33.99	7608.93	RGWCD
1/9/2017	33.74	7609.18	RGWCD
2/8/2017	33.55	7609.37	RGWCD
3/7/2017	33.43	7609.49	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)
1/4/2016	25.56	7591.09	RGWCD
2/2/2016	25.23	7591.42	RGWCD
3/3/2016	24.85	7591.80	RGWCD
4/4/2016	24.57	7592.08	RGWCD
5/2/2016	24.38	7592.27	RGWCD
6/1/2016	20.66	7595.99	RGWCD
7/5/2016	22.25	7594.40	RGWCD
8/2/2016	25.15	7591.50	RGWCD
9/7/2016	25.28	7591.37	RGWCD
10/3/2016	24.85	7591.80	RGWCD
11/1/2016	25.13	7591.52	RGWCD
12/6/2016	24.46	7592.19	RGWCD
1/3/2017	24.20	7592.45	RGWCD
2/1/2017	23.93	7592.72	RGWCD
3/2/2017	23.69	7592.96	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)
1/4/2016	28.11	7562.75	RGWCD
2/2/2016	27.65	7563.21	RGWCD
3/3/2016	27.02	7563.84	RGWCD
4/4/2016	26.73	7564.13	RGWCD
5/3/2016	26.30	7564.56	RGWCD
6/6/2016	26.63	7564.23	RGWCD
7/5/2016	28.00	7562.86	RGWCD
8/3/2016	29.38	7561.48	RGWCD
9/6/2016	29.65	7561.21	RGWCD
10/3/2016	29.02	7561.84	RGWCD
11/1/2016	28.56	7562.3	RGWCD
12/6/2016	27.91	7562.95	RGWCD
1/9/2017	27.39	7563.47	RGWCD
2/8/2017	26.74	7564.12	RGWCD
3/7/2017	26.44	7564.42	RGWCD
USGS 373944105553701, NA03901006BBB, RGWCD40			
RG40			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
28.0	37.66183616 N	105.92740756 W	7575.14
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/5/2016	18.53	7556.61	RGWCD
2/2/2016	18.50	7556.64	RGWCD
3/7/2016	18.21	7556.93	RGWCD
4/4/2016	17.75	7557.39	RGWCD
5/6/2016	17.65	7557.49	RGWCD
6/3/2016	14.83	7560.31	RGWCD
7/5/2016	15.80	7559.34	RGWCD

8/3/2016	17.55	7557.59	RGWCD
9/8/2016	18.17	7556.97	RGWCD
10/5/2016	17.90	7557.24	RGWCD
11/3/2016	17.70	7557.44	RGWCD
12/7/2016	17.65	7557.49	RGWCD
1/5/2017	17.44	7557.70	RGWCD
2/7/2017	17.33	7557.81	RGWCD
3/6/2017	17.24	7557.90	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)
1/6/2016	11.65	7530.43	RGWCD
2/2/2016	11.78	7530.30	RGWCD
3/8/2016	11.84	7530.24	RGWCD
4/4/2016	11.90	7530.18	RGWCD
5/6/2016	11.69	7530.39	RGWCD
6/3/2016	9.25	7532.83	RGWCD
7/8/2016	8.36	7533.72	RGWCD
8/4/2016	9.34	7532.74	RGWCD
9/8/2016	9.98	7532.10	RGWCD
10/5/2016	10.35	7531.73	RGWCD
11/3/2016	10.68	7531.40	RGWCD
12/7/2016	11.00	7531.08	RGWCD
1/5/2017	11.16	7530.92	RGWCD
2/7/2017	11.31	7530.77	RGWCD
3/6/2017	11.39	7530.69	RGWCD

USGS 373433105513201, NA03901034DDD, RGWCD49

RG49

Well Depth	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft.)
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(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)
1/4/2016	8.10	7540.18	RGWCD
2/1/2016	8.13	7540.15	RGWCD
3/1/2016	8.08	7540.20	RGWCD
4/4/2016	8.09	7540.19	RGWCD
5/3/2016	7.51	7540.77	RGWCD
6/1/2016	7.94	7540.34	RGWCD
7/1/2016	7.57	7540.71	RGWCD
8/1/2016	7.49	7540.79	RGWCD
9/6/2016	7.67	7540.61	RGWCD
10/3/2016	7.79	7540.49	RGWCD
11/1/2016	7.82	7540.46	RGWCD
12/6/2016	7.88	7540.40	RGWCD
1/9/2017	7.93	7540.35	RGWCD
2/7/2017	7.96	7540.32	RGWCD
3/1/2017	7.98	7540.30	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)
1/4/2016	18.53	7551.29	RGWCD
2/1/2016	18.35	7551.47	RGWCD
3/1/2016	18.08	7551.74	RGWCD
4/4/2016	17.88	7551.94	RGWCD
5/3/2016	17.73	7552.09	RGWCD

6/1/2016	16.36	7553.46	RGWCD
7/1/2016	14.65	7555.17	RGWCD
8/1/2016	16.17	7553.65	RGWCD
9/6/2016	17.04	7552.78	RGWCD
10/3/2016	17.28	7552.54	RGWCD
11/1/2016	17.43	7552.39	RGWCD
12/6/2016	17.38	7552.44	RGWCD
1/9/2017	17.27	7552.55	RGWCD
2/8/2017	17.15	7552.67	RGWCD
3/7/2017	17.03	7552.79	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)
1/4/2016	20.40	7574.37	RGWCD
2/1/2016	20.03	7574.74	RGWCD
3/3/2016	19.61	7575.16	RGWCD
4/4/2016	19.33	7575.44	RGWCD
5/3/2016	19.17	7575.60	RGWCD
6/6/2016	19.30	7575.47	RGWCD
7/5/2016	22.09	7572.68	RGWCD
8/3/2016	23.65	7571.12	RGWCD
9/6/2016	22.23	7572.54	RGWCD
10/3/2016	20.82	7573.95	RGWCD
11/1/2016	20.46	7574.31	RGWCD
12/6/2016	19.56	7575.21	RGWCD
1/9/2017	19.00	7575.77	RGWCD
2/8/2017	18.74	7576.03	RGWCD
3/7/2017	18.48	7576.29	RGWCD
USGS 373438106022101, NA03900931CCB, RGWCD51			
RG51			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
27.0	37.57691792 N	106.03893236 W	7602.3
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/4/2016	5.80	7596.50	RGWCD
2/1/2016	5.30	7597.00	RGWCD
3/1/2016	5.67	7596.63	RGWCD
4/4/2016	6.02	7596.28	RGWCD
5/2/2016	5.68	7596.62	RGWCD
6/1/2016	3.72	7598.58	RGWCD
7/1/2016	5.02	7597.28	RGWCD
8/1/2016	6.17	7596.13	RGWCD
9/7/2016	6.46	7595.84	RGWCD
10/3/2016	6.49	7595.81	RGWCD
11/1/2016	6.37	7595.93	RGWCD
12/6/2016	6.29	7596.01	RGWCD
1/3/2017	6.12	7596.18	RGWCD
2/1/2017	6.08	7596.22	RGWCD
3/2/2017	6.08	7596.22	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)
1/4/2016	10.33	7628.38	RGWCD
2/2/2016	10.53	7628.18	RGWCD
3/7/2016	10.76	7627.95	RGWCD
4/4/2016	11.05	7627.66	RGWCD

5/3/2016	8.58	7630.13	RGWCD
6/6/2016	4.73	7633.98	RGWCD
7/5/2016	6.03	7632.68	RGWCD
8/3/2016	9.15	7629.56	RGWCD
9/6/2016	8.91	7629.80	RGWCD
10/3/2016	8.83	7629.88	RGWCD
11/1/2016	8.76	7629.95	RGWCD
12/6/2016	8.97	7629.74	RGWCD
1/9/2017	9.28	7629.43	RGWCD
2/8/2017	9.49	7629.22	RGWCD
3/7/2017	9.65	7629.06	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)
1/20/2016	-10.32	7624.40	RGWCD
2/25/2016	-10.75	7624.80	RGWCD
3/22/2016	-10.86	7624.90	RGWCD
4/19/2016	-11.04	7625.10	RGWCD
5/18/2016	-11.20	7625.30	RGWCD
6/14/2016	-10.93	7625.00	RGWCD
7/21/2016	-9.59	7623.70	RGWCD
8/12/2016	-8.83	7622.90	RGWCD
9/20/2016	-8.92	7623.00	RGWCD
10/24/2016	-9.60	7623.70	RGWCD
11/11/2016	-9.93	7624.00	RGWCD
12/14/2016	-10.78	7624.80	RGWCD
1/9/2017	-11.55	7625.60	RGWCD
3/16/2017	-12.04	7626.10	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)
1/21/2016	-18.19	7616.60	RGWCD
2/18/2016	-19.38	7617.80	RGWCD
3/28/2016	-19.06	7617.40	RGWCD
4/13/2016	-19.16	7617.50	RGWCD
5/17/2016	-19.65	7618.00	RGWCD
6/14/2016	-19.77	7618.20	RGWCD
7/21/2016	-18.29	7616.70	RGWCD
8/11/2016	-17.39	7615.80	RGWCD
9/21/2016	-16.17	7614.60	RGWCD
10/20/2016	-16.43	7614.80	RGWCD
11/11/2016	-16.56	7614.90	RGWCD
12/12/2016	-17.68	7616.10	RGWCD
1/9/2017	-18.31	7616.70	RGWCD
3/13/2017	-18.53	7616.90	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)

1/20/2016	-11.43	7566.76	RGWCD
2/1/2016	No Measurement	-	RGWCD
3/22/2016	-13.12	7568.45	RGWCD
4/19/2016	-12.78	7568.11	RGWCD
5/19/2016	-10.21	7565.54	RGWCD
6/27/2016	4.30	7551.03	RGWCD
7/20/2016	No Measurement	-	RGWCD
8/11/2016	No Measurement	-	RGWCD
9/27/2016	-0.80	7556.13	RGWCD
10/21/2016	-3.89	7559.22	RGWCD
11/17/2016	-7.83	7563.16	RGWCD
12/13/2016	-8.99	7564.32	RGWCD
1/12/2017	-9.93	7565.26	RGWCD
3/13/2017	-8.34	7563.67	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)
1/14/2016	3.35	7628.43	RGWCD
2/29/2016	3.16	7628.62	RGWCD
3/17/2016	8.86	7622.92	RGWCD
4/28/2016	2.90	7628.88	RGWCD
5/20/2016	2.73	7629.05	RGWCD
6/14/2016	2.74	7629.04	RGWCD
7/19/2016	3.38	7628.40	RGWCD
8/15/2016	3.73	7628.05	RGWCD
9/26/2016	3.64	7628.14	RGWCD
10/17/2016	3.42	7628.36	RGWCD

11/15/2016	3.18	7628.60	RGWCD
12/12/2016	2.69	7629.09	RGWCD
1/11/2017	2.31	7629.47	RGWCD
3/13/2017	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)
1/14/2016	No Measurement	-	RGWCD
2/29/2016	No Measurement	-	RGWCD
3/30/2016	No Measurement	-	RGWCD
4/28/2016	No Measurement	-	RGWCD
5/20/2016	No Measurement	-	RGWCD
6/30/2016	No Measurement	-	RGWCD
7/19/2016	No Measurement	-	RGWCD
8/15/2016	No Measurement	-	RGWCD
9/26/2016	No Measurement	-	RGWCD
10/17/2016	No Measurement	-	RGWCD
11/15/2016	No Measurement	-	RGWCD
12/12/2016	No Measurement	-	RGWCD
1/11/2017	-2.97	7640.25	RGWCD

3/13/2017	-3.65	7640.93	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)
1/18/2016	27.74	7623.13	RGWCD
2/29/2016	26.88	7623.99	RGWCD
3/17/2016	26.63	7624.24	RGWCD
4/15/2016	26.55	7624.32	RGWCD
5/27/2016	28.16	7622.71	RGWCD
6/15/2016	29.88	7620.99	RGWCD
7/28/2016	No Measurement	-	RGWCD
8/23/2016	No Measurement	-	RGWCD
9/28/2016	29.23	7621.64	RGWCD
10/27/2016	28.93	7621.94	RGWCD
11/23/2016	26.85	7624.02	RGWCD
12/14/2016	26.14	7624.73	RGWCD
1/13/2017	25.55	7625.32	RGWCD
3/15/2017	24.82	7626.05	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)
1/19/2016	-39.04	7605.39	RGWCD
2/29/2016	-41.43	7607.78	RGWCD
3/29/2016	-41.52	7607.87	RGWCD
4/1/2016	No Measurement	-	RGWCD
5/24/2016	-33.80	7600.15	RGWCD
6/23/2016	-31.25	7597.60	RGWCD
7/26/2016	-30.37	7596.72	RGWCD
8/29/2016	-29.94	7596.29	RGWCD
9/21/2016	-30.26	7596.61	RGWCD
10/26/2016	-34.09	7600.44	RGWCD
11/1/2016	No Measurement	-	RGWCD
12/14/2016	-39.07	7605.42	RGWCD
1/13/2017	-40.95	7607.30	RGWCD
3/14/2017	-42.45	7608.80	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)
1/19/2016	-41.03	7615.35	RGWCD
2/1/2016	No Measurement	-	RGWCD
3/28/2016	-43.10	7617.42	RGWCD
4/1/2016	No Measurement	-	RGWCD
5/24/2016	-33.97	7608.29	RGWCD
6/27/2016	-30.42	7604.74	RGWCD

7/26/2016	No Measurement	-	RGWCD
8/25/2016	-30.24	7604.56	RGWCD
9/21/2016	-32.79	7607.11	RGWCD
10/26/2016	-34.38	7608.70	RGWCD
11/21/2016	-38.90	7613.22	RGWCD
12/15/2016	-41.58	7615.90	RGWCD
1/13/2017	-42.75	7617.07	RGWCD
3/14/2017	-43.86	7618.18	RGWCD
*Preliminary Measurement			
USGS 375154106102501, NA04200723CDD, RGWCD SAG 6			
SAG 6			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.86500084 N	106.17419380 W	7634.59
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/18/2016	No Measurement	-	RGWCD
2/29/2016	No Measurement	-	RGWCD
3/17/2016	14.05	7621.26	RGWCD
4/15/2016	13.80	7621.51	RGWCD
5/27/2016	17.33	7617.98	RGWCD
6/23/2016	16.39	7618.92	RGWCD
7/28/2016	18.52	7616.79	RGWCD
8/23/2016	No Measurement	-	RGWCD
9/28/2016	15.44	7619.87	RGWCD
10/27/2016	15.40	7619.91	RGWCD
11/23/2016	13.77	7621.54	RGWCD
12/14/2016	13.29	7622.02	RGWCD
1/13/2017	12.85	7622.46	RGWCD
3/15/2017	11.74	7623.57	RGWCD
*Preliminary Measurement			

USGS 375255106084401, NA04200818CCB, RGWCD SAG 9			
SAG 9			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
900.0	37.88194500 N	106.14613690 W	7609.52
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/18/2016	No Measurement	-	RGWCD
2/29/2016	No Measurement	-	RGWCD
3/30/2016	-8.71	7619.61	RGWCD
4/1/2016	No Measurement	-	RGWCD
5/31/2016	-3.86	7614.76	RGWCD
6/30/2016	No Measurement	-	RGWCD
7/28/2016	0.55	7610.35	RGWCD
8/16/2016	No Measurement	-	RGWCD
9/28/2016	-2.75	7613.65	RGWCD
10/28/2016	-3.67	7614.57	RGWCD
11/1/2016	No Measurement	-	RGWCD
12/14/2016	-5.77	7616.67	RGWCD
1/13/2017	-6.46	7617.36	RGWCD
3/15/2017	-7.28	7618.18	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)
1/1/2016	No Measurement	-	RGWCD
2/25/2016	-31.17	7615.66	RGWCD
3/30/2016	-31.62	7616.11	RGWCD
4/20/2016	-30.56	7615.05	RGWCD
5/25/2016	-27.86	7612.35	RGWCD
6/23/2016	-24.14	7608.63	RGWCD
7/25/2016	-23.57	7608.06	RGWCD
8/15/2016	-22.94	7607.43	RGWCD
9/27/2016	-26.39	7610.88	RGWCD
10/25/2016	-27.14	7611.63	RGWCD
11/23/2016	-29.87	7614.36	RGWCD
12/14/2016	-30.99	7615.48	RGWCD
1/15/2017	-31.84	7616.33	RGWCD
3/14/2017	-32.79	7617.28	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)
1/20/2016	No Measurement	-	RGWCD
2/25/2016	-31.41	7612.62	RGWCD
3/22/2016	-32.06	7613.27	RGWCD
4/15/2016	-31.53	7612.74	RGWCD
5/18/2016	-27.68	7608.89	RGWCD
6/15/2016	-24.65	7605.86	RGWCD

7/25/2016	-21.39	7602.60	RGWCD
8/12/2016	-21.12	7602.33	RGWCD
9/21/2016	-22.16	7603.37	RGWCD
10/24/2016	-23.25	7604.46	RGWCD
11/21/2016	-28.70	7609.91	RGWCD
12/14/2016	-30.48	7611.69	RGWCD
1/13/2017	-31.57	7612.78	RGWCD
3/13/2017	-32.80	7614.01	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)
1/20/2016	No Measurement	-	RGWCD
2/1/2016	No Measurement	-	RGWCD
3/28/2016	-24.11	7607.24	RGWCD
4/1/2016	No Measurement	-	RGWCD
5/26/2016	-23.90	7607.03	RGWCD
6/28/2016	-21.84	7604.97	RGWCD
7/25/2016	No Measurement	-	RGWCD
8/24/2016	-20.08	7603.21	RGWCD
9/21/2016	-19.96	7603.09	RGWCD
10/24/2016	-20.30	7603.43	RGWCD
11/21/2016	-21.98	7605.11	RGWCD
12/15/2016	-22.94	7606.07	RGWCD
1/13/2017	-24.38	7607.51	RGWCD
3/14/2017	-25.50	7608.63	RGWCD
*Preliminary Measurement			

USGS 373450105592901, NA03900933ABA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.58871896 N	105.98975942 W	7593.61
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/26/2016	11.49	7582.12	USGS
1/30/2017	10.29	7583.32	USGS
USGS 373820105541501, NA03901008ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
104.0	37.64725136 N	105.90088300 W	7567.84
Confined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/26/2016	12.81	7555.03	USGS
1/30/2017	11.43	7556.41	USGS
USGS 373855105490901, NA03901001DDD1			
EW-32U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.64852484 N	105.81991496 W	7542.15
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2016	8.07	7534.08	USBR
2/15/2016	8.12	7534.03	USBR

3/15/2016	8.11	7534.04	USBR
4/15/2016	8.14	7534.01	USBR
5/15/2016	8.10	7534.05	USBR
6/15/2016	6.45	7535.70	USBR
7/15/2016	7.15	7535.00	USBR
8/15/2016	7.75	7534.40	USBR
8/23/2016	7.78	7534.37	USBR
9/15/2016	7.74	7534.41	USBR
10/15/2016	7.73	7534.42	USBR
11/15/2016	7.78	7534.37	USBR
12/15/2016	7.86	7534.29	USBR
1/15/2017	7.89	7534.26	USBR
2/15/2017	7.85	7534.30	USBR
3/15/2017	7.94	7534.21	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)
1/15/2016	9.39	7532.76	USBR
2/15/2016	9.25	7532.90	USBR
3/15/2016	9.05	7533.10	USBR
4/15/2016	8.90	7533.25	USBR
5/15/2016	8.87	7533.28	USBR
6/15/2016	10.47	7531.68	USBR
7/15/2016	10.53	7531.62	USBR
8/15/2016	10.36	7531.79	USBR
8/23/2016	10.84	7531.31	USBR
9/15/2016	9.88	7532.27	USBR
10/15/2016	9.85	7532.30	USBR
11/15/2016	9.35	7532.80	USBR
12/15/2016	9.04	7533.11	USBR
1/15/2017	8.73	7533.42	USBR

2/15/2017	8.58	7533.57	USBR
3/15/2017	8.48	7533.67	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			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
1/26/2016	13.6	7549.25	USGS
1/30/2017	12.42	7550.43	USGS
USGS 374002106021401, NA04000931BBC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.67227880 N	106.03871950 W	7616.29
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
Date			
1/26/2016	25.63	7590.66	USGS
1/30/2017	24.66	7591.63	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			
1/15/2016	22.72	7522.57	USBR

2/15/2016	22.58	7522.71	USBR
3/15/2016	22.45	7522.84	USBR
4/15/2016	22.33	7522.96	USBR
5/15/2016	22.23	7523.06	USBR
6/15/2016	22.38	7522.91	USBR
7/15/2016	22.83	7522.46	USBR
7/28/2016	23.02	7522.27	USBR
8/15/2016	23.25	7522.04	USBR
9/15/2016	23.47	7521.82	USBR
10/15/2016	23.54	7521.75	USBR
11/15/2016	23.35	7521.94	USBR
12/15/2016	23.12	7522.17	USBR
1/15/2017	22.90	7522.39	USBR
2/15/2017	22.71	7522.58	USBR
3/15/2017	22.57	7522.72	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)
1/15/2016	21.06	7524.23	USBR
2/15/2016	20.90	7524.39	USBR
3/15/2016	20.74	7524.55	USBR
4/15/2016	20.60	7524.69	USBR
5/15/2016	23.42	7521.87	USBR
6/15/2016	26.33	7518.96	USBR
7/15/2016	32.73	7512.56	USBR
7/28/2016	34.02	7511.27	USBR
8/15/2016	30.45	7514.84	USBR
9/15/2016	29.65	7515.64	USBR
10/15/2016	23.29	7522.00	USBR
11/15/2016	21.92	7523.37	USBR
12/15/2016	21.42	7523.87	USBR

1/15/2017	21.10	7524.19	USBR
2/15/2017	20.92	7524.37	USBR
3/15/2017	20.79	7524.50	USBR
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)
1/15/2016	18.74	7530.02	USBR
2/15/2016	18.66	7530.10	USBR
3/15/2016	18.57	7530.19	USBR
4/15/2016	18.50	7530.26	USBR
5/15/2016	18.58	7530.18	USBR
6/10/2016	17.36	7531.40	USBR
6/15/2016	17.47	7531.29	USBR
7/15/2016	18.58	7530.18	USBR
7/18/2016	18.67	7530.09	USBR
8/15/2016	19.26	7529.50	USBR
9/15/2016	19.31	7529.45	USBR
10/15/2016	19.16	7529.60	USBR
11/15/2016	18.98	7529.78	USBR
12/15/2016	18.79	7529.97	USBR
1/15/2017	18.64	7530.12	USBR
2/15/2017	18.55	7530.21	USBR
3/15/2017	18.50	7530.26	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)
1/15/2016	18.56	7530.20	USBR
2/15/2016	18.59	7530.17	USBR
3/15/2016	18.54	7530.22	USBR
4/15/2016	19.07	7529.69	USBR
5/15/2016	19.95	7528.81	USBR
6/10/2016	21.67	7527.09	USBR
6/15/2016	24.03	7524.73	USBR
7/15/2016	28.25	7520.51	USBR
7/18/2016	30.06	7518.70	USBR
8/15/2016	22.52	7526.24	USBR
9/15/2016	20.27	7528.49	USBR
10/15/2016	19.56	7529.20	USBR
11/15/2016	18.85	7529.91	USBR
12/15/2016	18.65	7530.11	USBR
1/15/2017	18.53	7530.23	USBR
2/15/2017	18.49	7530.27	USBR
3/15/2017	18.46	7530.30	USBR
USGS 373640106032002, NA03900824BBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
77.0	37.61727967 N	106.05749800 W	7623.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	15.06	7608.28	USGS
2/1/2017	15.24	7608.10	USGS
USGS 373828106071502, NA03900808ABB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
54.0	37.64708002 N	106.12105186 W	7660.77

Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	25.72	7635.05	USGS
2/1/2017	22.50	7638.27	USGS
USGS 373830106094001, NA03900712BAB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
107.0	37.64721312 N	106.16301961 W	7694.38
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/22/2015	No Measurement	-	USGS
2/17/2015	32.79	7661.59	USGS
1/27/2016	26.59	7667.79	USGS
USGS 373920106113001, NA03900703ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.66029452 N	106.19497384 W	7726.4
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	37.69	7688.71	USGS
2/1/2017	33.49	7692.91	USGS
USGS 373924106084801, NA03900806BBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
14.0	37.66108539 N	106.14822280 W	7684.6

Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	12.68	7671.92	USGS
2/1/2017	12.47	7672.13	USGS
USGS 374032106060202, NA04000828DBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
50.0	37.68289030 N	106.10297140 W	7651.5
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	34.65	7616.85	USGS
2/1/2017	32.63	7618.87	USGS
USGS 374245106025501, NA04000813ABB1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
60.0	37.71902825 N	106.04766400 W	7616.34
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	27.64	7588.7	USGS
2/1/2017	28.05	7588.29	USGS
USGS 374350106025001, NA04000801DCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
70.0	37.73397250 N	106.04746950 W	7616.35
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	27.45	7588.90	USGS
2/1/2017	27.83	7588.52	USGS
USGS 374415106063002, NA04000804BCC2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
90.0	37.74166749 N	106.11188800 W	7645.53
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	40.65	7604.88	USGS
2/1/2017	39.71	7605.82	USGS
USGS 374549105540201, NA04101032ABB1			
EW-40U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.76367186 N	105.90050172 W	7555.25
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2016	27.79	7527.46	USBR
2/15/2016	27.55	7527.70	USBR
3/15/2016	27.32	7527.93	USBR
4/15/2016	27.10	7528.15	USBR
5/15/2016	26.99	7528.26	USBR
6/15/2016	26.90	7528.35	USBR
7/15/2016	27.46	7527.79	USBR
8/4/2016	28.05	7527.20	USBR
8/15/2016	28.35	7526.90	USBR
9/15/2016	28.80	7526.45	USBR
10/15/2016	28.60	7526.65	USBR

11/15/2016	28.43	7526.82	USBR
12/15/2016	28.17	7527.08	USBR
1/15/2017	27.92	7527.33	USBR
2/15/2017	27.70	7527.55	USBR
3/15/2017	27.52	7527.73	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)
1/15/2016	26.82	7528.43	USBR
2/15/2016	26.68	7528.57	USBR
3/15/2016	26.52	7528.73	USBR
4/15/2016	26.43	7528.82	USBR
5/15/2016	28.94	7526.31	USBR
6/15/2016	29.03	7526.22	USBR
7/15/2016	32.98	7522.27	USBR
8/4/2016	35.44	7519.81	USBR
8/15/2016	33.34	7521.91	USBR
9/15/2016	28.48	7526.77	USBR
10/15/2016	28.03	7527.22	USBR
11/15/2016	27.71	7527.54	USBR
12/15/2016	27.44	7527.81	USBR
1/15/2017	27.17	7528.08	USBR
2/15/2017	26.96	7528.29	USBR
3/15/2017	26.80	7528.45	USBR
USGS 374630106010501, NA04100920CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
112.0	37.77838865 N	106.02046800 W	7591.21
Confined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	27.62	7563.59	USGS
2/1/2017	28.59	7562.62	USGS
USGS 374725106053003, NA04100815CCC3			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
95.0	37.79202820 N	106.09330340 W	7622.46
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	32.62	7589.84	USGS
2/1/2017	32.93	7589.53	USGS
USGS 374734105543501, NA04101018DDD1			
EW-41U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.79284300 N	105.91032426 W	7554.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2016	32.28	7522.67	USBR
2/15/2016	32.02	7522.93	USBR
3/15/2016	31.80	7523.15	USBR
4/15/2016	31.58	7523.37	USBR
5/15/2016	31.63	7523.32	USBR
6/15/2016	32.39	7522.56	USBR
7/15/2016	33.62	7521.33	USBR
7/30/2016	34.06	7520.89	USBR
8/15/2016	34.13	7520.82	USBR
9/15/2016	34	7520.95	USBR

10/15/2016	33.79	7521.16	USBR
11/15/2016	33.62	7521.33	USBR
12/15/2016	33.34	7521.61	USBR
1/15/2017	33.06	7521.89	USBR
2/15/2017	32.83	7522.12	USBR
3/15/2017	32.61	7522.34	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)
1/15/2016	31.69	7523.26	USBR
2/15/2016	31.49	7523.46	USBR
3/15/2016	31.29	7523.66	USBR
4/15/2016	31.09	7523.86	USBR
5/15/2016	32.36	7522.59	USBR
6/15/2016	34.12	7520.83	USBR
7/15/2016	35.86	7519.09	USBR
7/30/2016	36.73	7518.22	USBR
8/15/2016	34.42	7520.53	USBR
9/15/2016	33.54	7521.41	USBR
10/15/2016	33.28	7521.67	USBR
11/15/2016	33.03	7521.92	USBR
12/15/2016	32.74	7522.21	USBR
1/15/2017	32.45	7522.50	USBR
2/15/2017	32.25	7522.70	USBR
3/15/2017	32.06	7522.89	USBR
USGS 374918105561401, NA04100901DCD1			
EW-48U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)

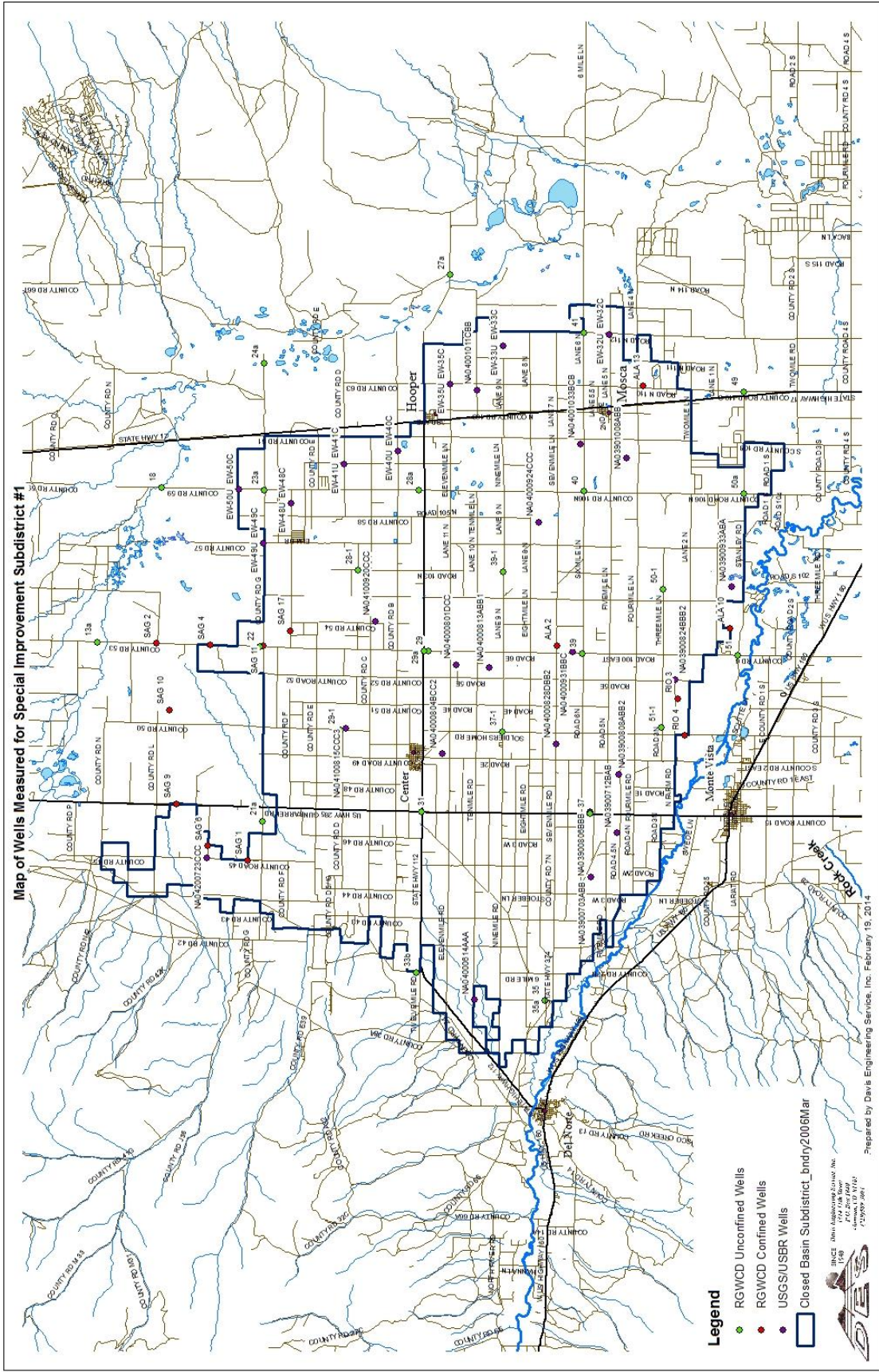
45.0	37.82160275 N	105.93785390 W	7559.88
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/15/2016	40.07	7519.81	USBR
2/15/2016	39.89	7519.99	USBR
3/15/2016	39.70	7520.18	USBR
4/15/2016	39.47	7520.41	USBR
5/15/2016	39.27	7520.61	USBR
6/15/2016	39.30	7520.58	USBR
7/15/2016	39.81	7520.07	USBR
8/15/2016	40.43	7519.45	USBR
9/15/2016	40.70	7519.18	USBR
10/15/2016	40.76	7519.12	USBR
11/15/2016	40.74	7519.14	USBR
12/15/2016	40.59	7519.29	USBR
1/15/2017	40.43	7519.45	USBR
2/15/2017	40.26	7519.62	USBR
3/15/2017	40.09	7519.79	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)
1/15/2016	39.66	7520.22	USBR
2/15/2016	39.41	7520.47	USBR
3/15/2016	39.16	7520.72	USBR
4/15/2016	39.17	7520.71	USBR
5/15/2016	39.15	7520.73	USBR
6/15/2016	39.62	7520.26	USBR
7/15/2016	40.79	7519.09	USBR

8/15/2016	41.31	7518.57	USBR
9/15/2016	40.87	7519.01	USBR
10/15/2016	40.74	7519.14	USBR
11/15/2016	40.57	7519.31	USBR
12/15/2016	40.41	7519.47	USBR
1/15/2017	40.10	7519.78	USBR
2/15/2017	39.85	7520.03	USBR
3/15/2017	39.69	7520.19	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)
1/15/2016	27.20	7533.03	USBR
2/15/2016	26.88	7533.35	USBR
3/15/2016	26.60	7533.63	USBR
4/15/2016	26.30	7533.93	USBR
5/15/2016	26.36	7533.87	USBR
6/15/2016	26.88	7533.35	USBR
7/15/2016	27.61	7532.62	USBR
8/15/2016	28.37	7531.86	USBR
8/30/2016	28.73	7531.50	USBR
9/15/2016	28.67	7531.56	USBR
10/15/2016	28.43	7531.80	USBR
11/15/2016	28.19	7532.04	USBR
12/15/2016	27.92	7532.31	USBR
1/15/2017	27.64	7532.59	USBR
2/15/2017	27.38	7532.85	USBR
3/15/2017	27.15	7533.08	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)
1/15/2016	27.10	7533.13	USBR
2/15/2016	26.78	7533.45	USBR
3/15/2016	26.52	7533.71	USBR
4/15/2016	26.26	7533.97	USBR
5/15/2016	26.55	7533.68	USBR
6/15/2016	27.25	7532.98	USBR
7/15/2016	28.54	7531.69	USBR
8/15/2016	28.89	7531.34	USBR
8/30/2016	29.17	7531.06	USBR
9/15/2016	28.69	7531.54	USBR
10/15/2016	28.41	7531.82	USBR
11/15/2016	28.15	7532.08	USBR
12/15/2016	27.87	7532.36	USBR
1/15/2017	27.58	7532.65	USBR
2/15/2017	27.32	7532.91	USBR
3/15/2017	27.09	7533.14	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)
1/15/2016	32.00	7518.93	USBR
2/15/2016	31.78	7519.15	USBR
3/15/2016	31.57	7519.36	USBR

4/15/2016	31.36	7519.57	USBR
5/15/2016	31.18	7519.75	USBR
6/15/2016	31.24	7519.69	USBR
7/15/2016	31.84	7519.09	USBR
7/29/2016	32.19	7518.74	USBR
8/15/2016	32.57	7518.36	USBR
9/15/2016	32.94	7517.99	USBR
10/15/2016	32.87	7518.06	USBR
11/15/2016	32.68	7518.25	USBR
12/15/2016	32.47	7518.46	USBR
1/15/2017	32.25	7518.68	USBR
2/15/2017	32.05	7518.88	USBR
3/15/2017	31.88	7519.05	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)
1/15/2016	29.89	7521.04	USBR
2/15/2016	29.62	7521.31	USBR
3/15/2016	29.35	7521.58	USBR
4/15/2016	29.26	7521.67	USBR
5/15/2016	30.20	7520.73	USBR
6/15/2016	36.19	7514.74	USBR
7/15/2016	40.53	7510.4	USBR
7/29/2016	41.07	7509.86	USBR
8/15/2016	35.23	7515.7	USBR
9/15/2016	31.70	7519.23	USBR
10/15/2016	31.23	7519.7	USBR
11/15/2016	30.91	7520.02	USBR
12/15/2016	30.58	7520.35	USBR
1/15/2017	30.24	7520.69	USBR
2/15/2017	29.97	7520.96	USBR

3/15/2017	29.73	7521.20	USBR
USGS 375155106105501, NA04200723CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
130.0	37.86658420 N	106.18291630 W	7645.61
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/27/2016	29.4	7616.21	USGS
2/1/2017	20.6	7625.01	USGS



Map of Wells Measured for Special Improvement Subdistrict #1

Legend

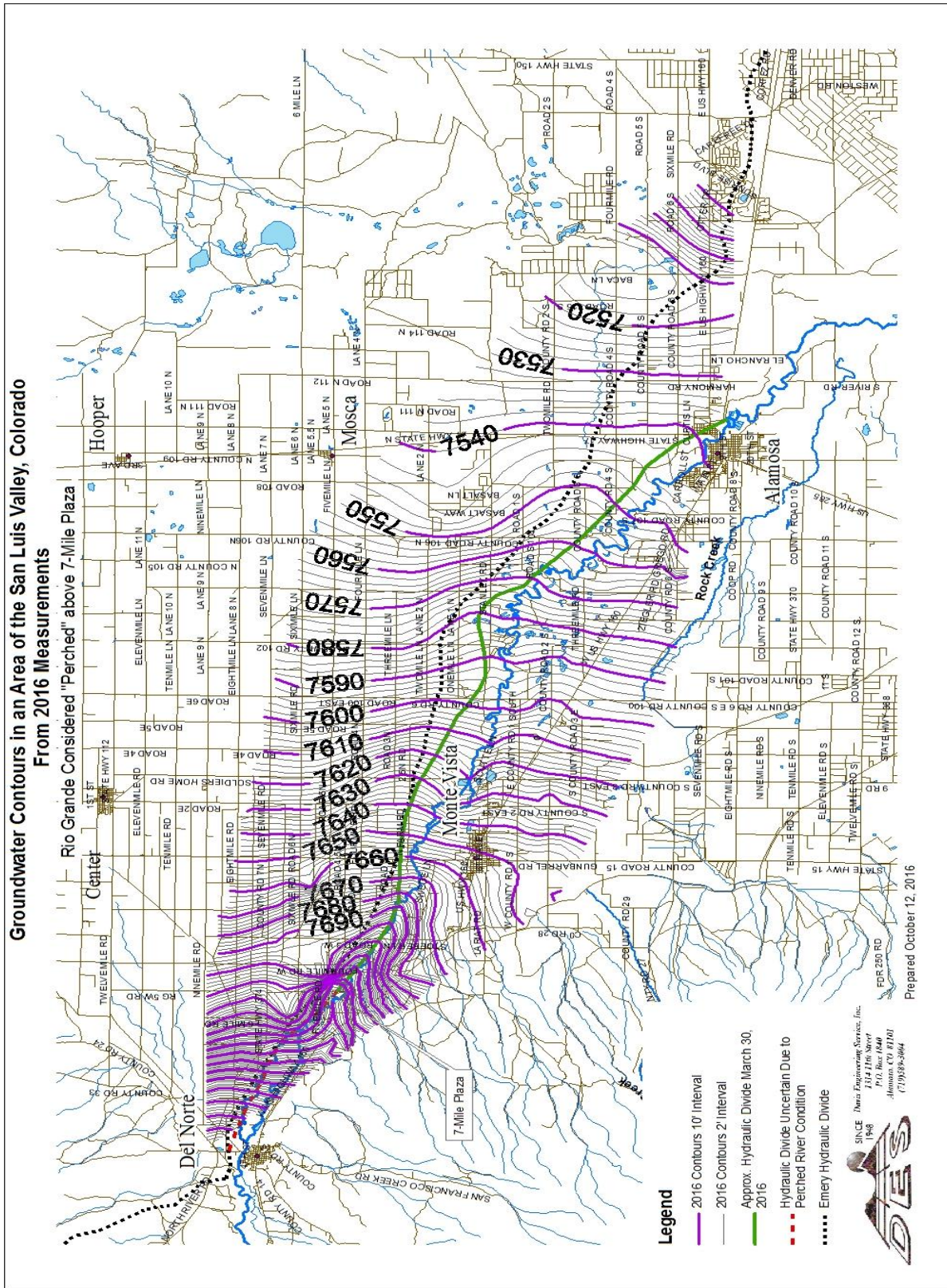
- RGWCD Unconfined Wells
- RGWCD Confined Wells
- USGS/USBR Wells
- Closed Basin Subdistrict_bndry2006Mar

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

APPENDIX K

Maps of Hydraulic Divide Showing Groundwater Contours and Flow Vectors Prepared From Spring 2016 Well Measurements

Groundwater Contours in an Area of the San Luis Valley, Colorado
From 2016 Measurements



APPENDIX L

The List of 2016 CREP Parcels in Subdistrict No. 1 by Legal Location

Legal Location	(Acres)	Contract Type	Legal Location	(Acres)	Contract Type	Legal Location	(Acres)	Contract Type	Legal Location	(Acres)	Contract Type
SW 24-39-9	126.0	Permanent	NE 9-41-8	144	Temporary	NW 5-38-10	120.97	Temporary	SW 3-39-9	94	Permanent
SW 31-39-10	67.0	Permanent	NE 15-41-7 & NW 14-41-7	210	Temporary	SE 25-39-9	80	Permanent	N/2 N/2 23-39- 8	149.8	Permanent
NE 8-40-10	124.9	Permanent	S/2 NW 15-41-7	60	Temporary	SW 33-41-7	113	Temporary	SE 23-39-9	123	Permanent
NE 6-38-10	119.5	Permanent	SW 13-40-9	124	Temporary	NW & N/2 SW 16-41-7	191	Temporary	NE 24-39-9	126	Permanent
SE 6-38-10	119.2	Permanent	SE 8-40-10	118.6	Permanent	SE 5-41-7	116.5	Temporary	NW 24-39-9	126	Permanent
SW 6-38-10	121.1	Permanent	SW 8-40-10	122	Permanent	SE 14-41-7	120	Temporary	NW & N/2 SW 5-39-7	139.9	Temporary
NE 8-38-10	118.1	Permanent	NE 19-41-10	84.2	Temporary	NE 22-41-7	120	Temporary	SE 31-40-7	122	Temporary
NW 23-39-9	120	Temporary	SE 36-40-10	120	Temporary	SW 11-41-7	124	Temporary	NE 19-39-8	123.3	Temporary
NW 12-40-10	121.5	Temporary	NE 23-42-7	114.1	Permanent	NW 20-39-10	110	Permanent	SW 23-40-9	122	Temporary
NE 7-39-11	122.8	Permanent	N2 SE & NE 17-41-7	172.09	Temporary	NE 20-39-10	110	Permanent	SW 24-41-7	120	Temporary
NW 6-40-8	130.0	Temporary	NE 31-40-10	129	Temporary	SE 20-39-10	110	Permanent			
SE 10-39-9	120.4	Temporary	SE 24-39-9	121	Permanent	NE 3-39-9	92.9	Permanent			
NW 9-41-8	144	Temporary	NW 6-38-10	124.66	Permanent	NW 3-39-9	122.3	Permanent			

CREP PROGRAM ORIGINAL AND PROPOSED FIELD LOCATIONS

