

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

ANNUAL REPLACEMENT PLAN
2024 PLAN YEAR

Prepared

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By

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

Rule 11. Subdistrict’s Proposed ARP

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

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

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

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

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

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

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

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

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

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

Appendices

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

Abbreviations

ARP	Annual Replacement Plan
CPW	Colorado Parks and Wildlife
CREP	Conservation Reserve Enhancement Program
Divide	Hydraulic Divide
DWR	Division of Water Resources
Farm Unit	The lands and wells under the control and management of an Owner and/or Operator and treated as a single unit
Irrigation Year	The time period during the year when diversions for irrigation use may legally occur, usually April 1 through November 1
NRCS	United States Department of Agriculture, Natural Resources Conservation Service
Plan Year	The ARP year for the period May 1, 2024 through April 30, 2025
PWM	Plan of Water Management for Subdistrict No. 1
Rio Grande Index Gage	Stream Gage located on the Rio Grande near Del Norte (USGS 08220000)
RGCWUA	Rio Grande Canal Water Users Association
RGDSS	Rio Grande Decision Support System
RGWCD	Rio Grande Water Conservation District
Rule or Rules	Rules Governing the Withdrawal of Groundwater in Water Division No. 3 (the Rio Grande Basin) and Establishing Criteria for the Beginning and End of the Irrigation Season in Water Division No. 3 for All Irrigation Water Rights (2015CW3024)
SEO	State Engineer's Office
Subdistrict No. 1	Special Improvement District No. 1 of the Rio Grande Water Conservation District
Subdistrict Well(s)	Wells Irrigating Subdistrict No. 1 land
SWC	Surface Water Credit
SWSP	Substitute Water Supply Plan
WDID	Water District Structure Identification Number
GSDNPS	Great Sand Dunes National Park Service

INTRODUCTION

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

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

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

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

11.1.1 DATABASE OF ALL WELLS TO BE COVERED BY THE ARP

1.0 STRUCTURE IDENTIFICATION NUMBER (WDID)

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

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

Twenty-seven wells were contracted into Subdistrict No. 1 in 2023 and all were added to the Subdistrict Well List by Participation Contract. Most of these contracts are for large capacity supplemental irrigation wells and six were contracted as small capacity commercial use wells. WDID 2014645 was also added back to the Subdistrict No. 1 ARP Well List when submitting the 2023 Annual Report. Three wells were removed after further analysis of the Subdistrict No.1 ARP Well List, WDID (s) 2014215, 2014216 & 2014234 are not valid WDIDs in the DWR database. The total number of wells on the 2024 ARP well list to be is **3,614**. For the list of new well inclusions, see **Appendix P**.

Table 1.0
Subdistrict No.1 Annual Well List Update

2023 Number of Wells	2024 Number of Wells	New 2024 Wells (WDID)	Removed 2024 Wells
3,590	3,614	<u>Explanation:</u> Twenty-seven wells were contracted into the 2024 ARP.	WDID (s): 2014215 2014216 2014234

2.0 OTHER WELL IDENTIFICATION INFORMATION

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

3.0 GREAT SAND DUNES NATIONAL PARK SERVICE (NPS)

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

4.0 SUBDISTRICT WELLS WITH PLANS FOR AUGMENTATION

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

The Plan of Augmentation decreed in Case No. 96CW38 known as the Crites Augmentation Plan will not be in operation for 2024. The well associated with the Plan of Augmentation is 2007036 well not be in operated in the 2024 ARP year. The well associated with the 96CW38 decree will not operate as Subdistrict No.1 wells as part of the 2024 ARP. The surface water associated in case No. 96CW38 will be recharged and will offset groundwater withdrawal within the farm unit these surface water shares are allocated.

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

5.0 TOTAL COMBINED PROJECTED ANNUAL DIVERSION FOR ALL SUBDISTRICT WELLS

For Subdistrict Wells listed in this ARP, DWR reported metered groundwater withdrawals as of April 1, 2024, for the previous Irrigation Year was 224,088-acre feet. Based on projected Subdistrict No. 1 operations, weather predictions and antecedent conditions, it is anticipated that 2024 ARP well groundwater withdrawals will be 223,800-acre feet.

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

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

Each irrigation season, the RGWCD conducts a field survey of the irrigated acreage on the Valley floor within the RGWCD boundaries to record crop types grown by field. Table 2.0 is the summary of “irrigated acres, cropping patterns and irrigation methods” on parcels that are part of this ARP’s Subdistrict Farm Units. The data was derived from the irrigated agriculture field survey by spatially “capturing” any fields that lie within any of the landowner parcels that are part of the Farm Units. The crop information and acreage from the irrigated agriculture shapefile attribute tables was compiled and is shown in Table 2.0.

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

Crop Type	Total Acres	Sprinkler	LEPA	Flood
Alfalfa	25,671	25,061	503	107
Barley	32,150	32,150	-	-
Canola	4,445	4,320	125	-
Carrots	986	986	-	-
Corn	173	122	-	51
Cover Crop	11,353	11,286	-	67
CREP	10,508	10,508	-	-
Fallow	16,420	16,010	101	309
Grain	5,015	4,807	208	-
Grass Hay/ Pasture	2,989	1,885	-	1,104
Hemp	124	124	-	-
Lettuce	1,213	1,213	-	-
Oats	1,249	1,249	-	-
Potatoes	48,891	48,624	267	-
Quinoa	432	432	-	-
Sudan Grass Hay	3,413	3,413	-	-
Triticale	1,092	1,092	-	-
Vegetables	428	428	-	-
Spinach	366	366	-	-
Total	166,917	164,075	1,204	1,638

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

Subdistrict No. 1 wells irrigated approximately 139,989 acres during the previous Irrigation Year when crop types “Fallowed” and “CREP” are excluded from the total. See Table 6.1

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

Included in the ARP Well List are a number of wells with beneficial uses other than irrigation. The Subdistrict utilized information provided by DWR to calculate the consumptive use rates used in the RGDSS Model to calculate stream impacts and returns. Beneficial uses include primarily potato washing, commercial, domestic (subdivision) and fish. A spreadsheet was prepared by the Subdistrict to calculate the composite Consumptive Use Ratio that is a necessary input in the Response Functions. A spreadsheet of the calculation prepared for use in the 2024 ARP is submitted with this ARP.

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

The wells located on the GSDNP estimated pumping projection for 2024 equals 9.10-acre feet. With the Consumptive Use percentage at 10% the estimated depletion to Medano Creek equals 0.91 AF. See addendum O for more information.

9.0 OTHER DATA NECESSARY TO SUPPORT THE PROJECTED STREAM DEPLETIONS

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

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

FARM UNIT DATA

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

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

A. TOTAL DIVERSIONS BY DITCH

Table 2.1 shows the ditch service areas that have diversions in Subdistrict No. 1. The diversions shown are total irrigation water for the ditch for the previous Irrigation Year, but only a portion is delivered within Subdistrict No. 1.

Table 2.1
Ditch Service Areas with Diversions in Subdistrict
No. 1 Total Ditch Diversions 2023 Irrigation Year

WDID	DITCH NAME	Diversions in ac.-ft	Subdistrict Year
2000546	BILLINGS D	5,202.40	2023
2000556	BUTLER IRR D	1,575.87	2023
2000627	EXCELSIOR D	25,485.70	2023
2000631	FARMERS UNION CNL	53,380.00	2023
2000699	KANE CALLAN D	2,659.50	2023
2000736	MCDONALD D	6,087.40	2023
2000798	PRAIRIE D	24,164.00	2023
2000812	RIO GRANDE CNL	152,067.00	2023
2000814	RIO GRANDE D 2	1,093.09	2023
2000829	SAN LUIS VALLEY CNL	31,007.00	2023
2000833	SCHUCH SCHMIDT D	1,063.40	2023
2700502	BIEDELL D NO 10	2,794.28	2023
2700503	BIEDELL D NO 2	75.73	2023
2700518	GREEN D NO 1	485.64	2023
2700522	HOME D NO 1	3,828.21	2023
2700523	JOHNNIE SMITH D NO 1	33.72	2023
2700533	MCLEOD D NO 3	0.00	2023
2700537	MOODY AND HEAD D	0.00	2023
2700538	OMNIBUS D	3,129.78	2023
2700543	ROCKY HILL SEPG OVFL D	347.95	2023
2700545	SHOWN D	584.08	2023
2700551	WHITE D	0.00	2023
2700553	WILSON D NO 4	0.00	2023
2700684	LA MAGOTE D NO 2	59.01	2023
2700714	MCLEOD D NO 4 & 5	448.07	2023

Notes:

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

a. DITCHES AND PRO RATA SHARES

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

b. SURFACE WATER CREDIT

The amount of SWC exchanged between Farm Units for the 2023 fees was 22,324.91 acre-feet. This number may change during the 2023 fee appeal process.

The surface water exchanged for 2024 is not available until June and is not included in this report.

e. HYDRAULIC DIVIDE STUDY

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

The groundwater flow vectors do not provide evidence of a well-defined divide with the possible exception of an area between Monte Vista and Alamosa where there is some evidence for a few miles. The interpreted location of the divide is shown on the maps prepared from the 2023 groundwater measurements. The approximate divide location in the area between Del Norte and the 7-Mile Plaza is uncertain due to the perched river condition, so it is shown as a dotted line on the maps included in **Appendix K**.

f. OTHER

The following information needed to evaluate the 2024 ARP was provided as a supplement to the ARP:

1. Resolution from RGWCD approving the Subdistrict 2024 ARP.
2. Response Function spreadsheet supporting the calculations submitted in the ARP.
3. The list of Subdistrict Wells included in the 2024 ARP in spreadsheet format matching the list presented in Appendix A.
4. Resolution from RGWCD to allow the Subdistrict to allocate Closed Basin Project water in the 2024 ARP

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

The purpose of this section of this ARP is to present data showing projected 2024 depletions to the Rio Grande resulting from Subdistrict Well groundwater withdrawals. Depletions are calculated by a Response Function spreadsheet that outputs total depletions for the Plan Year and a breakdown of monthly depletions for three reaches of the Rio Grande. The DWR directed Subdistrict No. 1 to use the current 6P98 Response Function for calculating projected stream depletions for this ARP.

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

c. 2024 STREAM FLOW FORECAST – RIO GRANDE

As required in the PWM, **Appendix C**, a copy of the April 2nd, 2024 NRCS forecast for stream flows of the Rio Grande Basin in Colorado is required for the estimate of recharge in Subdistrict No. 1 that offsets groundwater consumption based upon hydrologic conditions for the current Plan Year. In addition to the NRCS forecast, the Division No. 3 Division Engineer’s estimate of the annual flow of the Rio Grande Index Gage identified in the April 5th, 2024 Rio Grande Compact Ten-Day Report is required to assist in projecting hydrologic conditions of the Rio Grande for the current Plan Year.

Table 3.0
2024 Rio Grande River Estimated Annual Flow

Forecast Source	Analysis Date	Apr-Sep Forecast (acre-feet)	% of 30 yr. Average	Total Annual Estimated Flow outside of Apr-Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)
		(1)	(2)	(3)	
DWR	April 5, 2024	445,000	93	85,000	530,000
NRCS	April 2, 2024	445,000	93		

- (1) projected 50% exceedance streamflow at the Rio Grande near Del Norte gaging station
- (2) NRCS 30-year median of 480,000 acre-feet used for this calculation
- (3) January through march and October through December

Data collected from the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report on April 5th, 2024 projected annual flow will be the basis for estimating recharge in Subdistrict No. 1 that offsets groundwater consumption in the 2024 ARP.

Data contained in the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report indicates that 85,000 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Rio Grande River basin projected annual flow. Table 3.0 includes the forecasted flows for the referenced river and the forecast for total projected annual flow during the 2024 calendar year.

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

d. 2024 STREAM FLOW FORECAST – CONEJOS RIVER

Based on the same forecast documents referenced above, the Division No. 3 Division Engineer’s April 5th, 2024 forecasts for the Conejos River for the period April – September and the annual values are tabulated below. The NRCS forecast and the Division No. 3 Division Engineer’s Rio Grande Compact Ten-Day Report for the Conejos River Basin in Colorado is included in **Appendix C**.

Data contained in the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report indicates that 29,400 acre-feet is added to the April – September Division No. 3 forecast to obtain the total Conejos River basin projected annual flow. Table 3.1 includes the forecasted flows for the referenced rivers and the forecast for total projected annual flow during the 2024 calendar year.

Table 3.1
2024 Conejos River Estimated Annual Flow

Forecast Point	Period	Forecast (acre-feet)	% of 30 yr. Average	Estimated Flow outside of Apr-Sept (acre-feet)	Total Annual Estimated Flow (acre-feet)
NRCS 4-2-2024		(1)	(2)	(3)	
Conejos R. near Mogote	Apr-Sep	158,000	94	-	-
San Antonio R. at Ortiz	Apr-Sep	9,500	99	-	-
Los Pinos R. near Ortiz	Apr-Sep	56,000	92	-	-
DWR 4-5-2024					
Conejos R. near Mogote	Apr-Sep	158,200	94	29,400	
San Antonio R. at Ortiz	Apr-Sep	5,300	55		
Los Pinos R. near Ortiz	Apr-Sep	62,100	102		
Total		225,600		29,400	255,000

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

e. PROJECTED ANNUAL RECHARGE CREDIT

Recharge credit is available to four canals/ditches that divert from the Rio Grande into Subdistrict No. 1 in accordance with their respective decrees. This recharge credit is used as an offset to gross groundwater consumption in accordance with the respective decrees and the method used to calculate depletions to surface streams. Further, it was necessary to reduce the totals by the consumptive use attributable to surface water used directly through sprinklers and flood irrigation, projecting that the current Irrigation Year water usage will be similar to that measured for the previous ARP. The following information in Table 3.2 was obtained from irrigators during the previous year was used as estimates of surface water use:

Table 3.2
Calculated Projected Recharge Decree Credits for Subdistrict No. 1
During Current Irrigation Year
 (Units in acre-feet)

	Rio Grande Canal	San Luis Valley I.D.	Prairie Ditch	SLV Canal	Totals
Total Consumable	104,414.44	16,106.95	10,442.3	14,033.0	144,996.69
% Within Subdistrict No. 1	93.98%	100%	99.20%	79.19%	
Total Consumable Within Subdistrict No. 1	98,128.69	16,106.95	10,358.76	11,112.73	135,707.14
Surface Water Through Sprinklers @83%	-3,317.92	0	-190.05	-339.46	-3,847.43
Surface Water Used for Flood @60%	-253.34	0	0	0	-253.34
Totals	94,557.43	16,106.95	10,168.71	10,773.27	131,606.37

To provide a reasonable method for predicting probable recharge credit quantities for 2024, trend lines were developed for each canal/ditch by plotting historical annual river flows and corresponding recharge credits. Regression trend lines were developed for each of the four canals/ditches and resulting equations describing the trend lines. A full description of the analysis and data used to prepare the trend lines is included in **Appendix D**.

Therefore, the projected consumable recharge credit under the four recharge decrees for the current Irrigation Year is 131,606.37 ac-ft.

4. PROJECTED PLAN YEAR STREAM DEPLETIONS

Response Function No.1 6P98V1.1 was used for calculation for projection calculations. Projections of groundwater pumping of **223,800** ac-ft and recharge that offsets groundwater pumping of **131,606.37** ac-ft was entered into the Estimated Net Groundwater Consumptive Use table of the Response Function.

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

Year	Subdistrict No.1 Total					Recharge that Offsets Groundwater					Net Groundwater Consumptive Use
	Irrigation Pumping to Center Pivots	Irrigation Pumping to Flood Irrigation	Other Pumping	Other Consumptive Use Ratio	Groundwater Consumption	Recharge Source 1	Recharge Source 2	Recharge Source 3	Recharge Source 4	Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
2011	325,381	889	3,842	61%	272,959	83,801	9,981	8,325	8,204	110,310	162,648
2012	261,529	71	3,307	64%	219,231	54,870	6,748	4,795	3,620	70,034	149,197
2013	231,267	1,136	3,662	61%	194,858	84,919	5,477	4,227	4,782	99,404	95,454
2014	238,674	1,400	2,531	51%	200,240	110,566	28,596	14,133	12,777	166,072	34,168
2015	206,953	1,536	3,168	48%	174,220	122,980	34,685	15,139	15,608	188,412	-14,192

2016	237,891	1,635	3,133	51%	200,039	125,562	32,064	12,873	14,396	184,894	15,145
2017	237,594	1,786	2,973	44%	199,589	138,112	31,813	15,292	16,043	201,260	-1,671
2018	264,964	2,167	2,840	48%	222,574	42,895	2,136	1,924	2,140	49,096	173,478
2019	213,645	1,937	2,920	52%	179,996	132,121	45,852	22,196	22,619	222,788	-42,791
2020	245,045	796	2,798	44%	205,097	58,838	10,230	5,879	5,467	80,413	124,648
2021	209,611	139	2,722	51%	175,442	79,486	11,330	6,748	7,906	105,470	69,972
2022	206,737	28	2,618	44%	172,765	89,232	7,501	1,813	4,841	103,387	69,378
2023	221,339	18	2,731	43%	184,885	116,902	42,670	19,789	20,760	200,122	-15,237
2024	220,000	1,000	2,800	43%	184,392	94,557	16,107	10,169	10,773	131,606	52,786
Avg.	237,188	1,039	3,003	50%	199,035	95,346	20,371	10,236	10,710	136,662	62,359

Explanation of Columns for Table 2.3.

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

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

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

The projected Net Groundwater Consumptive Use for the Plan Year is **52,786** acre-feet as shown in Table 3.3.

As noted in Table 3.4, the Net Groundwater Consumptive Use, derived in Table 3.3, is input into Column 3 in in the row for the Plan Year. The projected calculated annual stream depletions resulting from Subdistrict Well groundwater withdrawals for the respective reaches of the Rio Grande and the total are shown in Columns 4 through 7.

Table 3.4
Estimated Historical and Projected Net Stream Depletions from
Subdistrict Well Groundwater Withdrawals
 (Units in acre-feet)

Year	Rio Grande near Del Norte Stream Gage (Apr-Sep)	Net Groundwater Consumptive Use (Jan-Dec)	Annual Net Stream Depletions (May-Apr) ^{a)}			
			Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1970	561,150	101,275	225	341	-116	450
1971	389,397	135,541	420	714	-169	965
1972	373,031	169,393	619	1,069	-223	1,465
1973	755,509	38,851	479	878	-91	1,266
1974	270,942	220,567	2,366	1,325	-285	3,406
1975	730,848	23,753	2,294	1,028	-137	3,185
1976	512,997	65,760	2,016	938	-164	2,790
1977	163,635	240,127	3,825	1,513	-347	4,991
1978	340,660	155,492	3,828	1,627	-328	5,127
1979	886,617	11,835	3,093	1,222	-153	4,162
1980	672,668	63,873	2,726	1,100	-189	3,637
1981	310,945	170,010	2,681	1,423	-300	3,804
1982	572,474	36,314	2,286	1,211	-156	3,341
1983	578,510	32,273	2,031	994	-138	2,887
1984	652,637	40,219	1,869	902	-137	2,634
1985	864,564	2,568	1,648	717	-87	2,278
1986	865,371	-37,341	-90	669	16	595
1987	907,650	109,992	43	858	-115	786
1988	346,087	177,158	593	1,246	-226	1,613
1989	407,389	169,478	883	1,485	-243	2,125
1990	424,033	88,971	886	1,371	-166	2,091
1991	529,567	46,509	826	1,117	-117	1,826
1992	415,482	67,128	861	1,040	-136	1,765
1993	577,831	-21,380	-193	847	-6	648
1994	444,629	100,660	-115	924	-117	692
1995	734,492	-68,610	-2,899	893	140	-1,866
1996	313,441	205,238	-960	1,265	-111	194
1997	781,596	-1,949	-462	906	9	453
1998	466,821	112,457	-70	1,003	-122	811
1999	799,489	-50,972	-2,204	916	110	-1,178
2000	312,094	213,180	-208	1,325	-142	975
2001	655,233	65,822	415	1,184	-91	1,508
2002	96,717	322,490	3,276	1,932	-378	4,830
2003	261,300	234,308	5,234	2,191	-388	7,037
2004	431,675	126,966	4,837	1,967	-322	6,482
2005	682,540	70,356	4,059	1,661	-234	5,486
2006	411,656	119,657	3,660	1,626	-273	5,013

2007	593,239	23,116	3,064	1,311	-155	4,220
2008	623,333	49,201	2,700	1,148	-166	3,682
2009	513,058	-4,448	2,119	911	-90	2,940
2010	453,063	76,286	2,013	968	-166	2,815
2011	415,287	162,648	2,119	1,319	-267	3,171
2012	328,465	149,197	2,108	1,520	-265	3,363
2013	344,522	95,454	1,995	1,428	-211	3,212
2014	518,731	34,168	1,805	1,157	-138	2,824
2015	555,832	-14,192	1,070	900	-57	1,913
2016	565,968	15,145	860	737	-64	1,533
2017	574,029	-1,671	805	572	-45	1,332
2018	212,225	173,478	1,191	1,038	-241	1,988
2019	855,755	-42,791	-766	911	37	182
2020	307,808	124,684	-672	985	-108	205
2021	381,197	69,972	-324	955	-82	549
2022	359,222	69,378	-251	912	-89	572
2023	639,603	-15,237	-944	709	22	-213
2024	445,000	52,786	-738	680	-42	-100
2025			-564	522	3	-39
2026			-433	392	0	-41
2027			-325	305	0	-20
2028			-245	235	-1	-11
2029			-182	183	-1	0
2030			-159	147	0	-12
2031			-157	124	1	-32
2032			-156	107	2	-47
2033			-146	93	3	-50
2034			-119	73	2	-44
2035			-78	52	1	-25
2036			-66	41	1	-24
2037			-63	24	3	-36
2038			-51	13	2	-36
2039			20	7	0	27
2040			-1	4	1	4
2041			-1	4	1	4
2042			-1	4	1	4
2043			-1	4	1	4
2044			-1	4	1	4
Avg 2001-2015	458,977	100,735	2,698	1,415	-213	3900
Avg 2001-2010	472,181	108,375	3,138	1,490	-226	4,401
Post Plan Depletion			-2,729	2,338	21	-370

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

Explanation of Columns

- (1) Year
- (2) Rio Grande near Del Norte Gage streamflow in acre-feet for the NRCS streamflow forecast period of April through September.
- (3) Net Groundwater Consumptive Use (NetGWCU) for January through December. NetGWCU values for 2001 through 2010 were taken from the RGDSS Groundwater Model output. NetGWCU values for 2011 through 2023 were calculated using well meter data, diversion data, and irrigated acreage information. NetGWCU data for 2024 was estimated from 2023 well meter data and projected diversions based on the projected Rio Grande streamflow from the April 5, 2024 Rio Grande Compact DWR Ten-Day Report.
- (4) Net Stream Depletions in the Rio Grande Del Norte to Excelsior Ditch reach for the plan year (May through April) in ac-ft.
- (5) Net Stream Depletions in the Rio Grande Excelsior Ditch to Chicago Ditch reach for the plan year (May through April) in ac-ft.
- (6) Net Stream Depletions in the Rio Grande Chicago Ditch to the State Line reach for the plan year (May through April) in ac-ft.
- (7) Total Net Stream Depletions columns (4 + 5 + 6) in ac-ft
- (8) Data for years 2041-2044 were taken from Table 4 in the 6P98 Response Function Spreadsheet

Table 3.5 below is an output from the Table 2.6 Response Function spreadsheet that provides the annual total depletions into monthly replacement obligations for the three impacted reaches of the Rio Grande. This table lists the Plan Year stream depletions.

Table 3.5
Subdistrict No. 1 Monthly Net Stream Depletions for the Plan Year
 (Units in acre-feet)

Stream Reach	Response Area No.1 Response Area Total												Total
	2024								2025				
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Rio Grande Del Norte-Excelsior	-88.5	-88.5	-77.7	-63.5	-57.5	-59.4	-58.6	-55.9	-45.0	-41.2	-50.7	-51.4	-737.9
Rio Grande Excelsior-Chicago	62.8	50.2	40.0	41.4	39.6	46.0	59.2	65.7	68.9	66.5	75.8	63.9	680.0
Rio Grande Chicago-State Line	1.7	0.2	-12.9	2.2	2.4	-5.2	0.0	3.2	-1.5	-7.2	-10.5	-14.4	-41.9
Total	-23.9	-38.1	-50.6	-19.9	-15.4	-18.6	0.5	13.1	22.4	18.0	14.6	-1.9	-99.8

Explanation of Columns

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

As indicated in the lower right-hand corner of Table 3.5, the estimated total net depletions that will impact the Rio Grande during the Plan Year due to both past pumping and the projected Irrigation Year pumping using Table 2.6 of the 6P98 Response Function is **-99.8** acre-feet. The locations of the net depletions and monthly quantities are tabulated in Table 3.5.

According to the RGDSS Groundwater Model, if Subdistrict Wells were to stop all groundwater withdrawals today, there would be no continuing depletion to the river if Subdistrict No. 1 is allowed by DWR to aggregate negative depletions in one reach with positive depletions in another stream reach. Based on calculations from the RGDSS Model 6P98 Response Functions, Table 3.6 illustrates that total post-plan net stream depletion are anticipated to be **-370** acre-feet.

Table 3.6
Subdistrict No. 1 Post-Plan Net Stream Depletions
 (Units in acre-feet)

Years (May-Apr)	Rio Grande Del Norte-Excelsior	Rio Grande Excelsior-Chicago	Rio Grande Chicago-State Line	Total
2025-2044	-2,729	2,338	21	-370

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

1. AMOUNTS AND SOURCES OF REPLACEMENT WATER FOR PLAN YEAR

Table 4.0 shows the amounts and sources of replacement water carried over from the previous Plan Year and sources that have been acquired by Subdistrict No. 1 since 2012 that will be available to remedy injurious depletions. Sections 4.1 through 4.11 further explain the water quantities and sources.

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

Sec	In Storage -- Water Right(s) Name	Beginning Balance as of 5/1/2023 (AF)	Anticipated Balance as of 5/1/2024 (AF)	Water Previously Controlled by:	Decree/SWSP	Current Location
4.1	Williams Creek Squaw Pass TM	134.8	134.8	Navajo Development	CA73, CA308, W1869-78 & SWSP 5346	Rio Grande Reservoir
4.2	Williams Creek Squaw Pass TM-SLVID	56.5	56.5	SLV Irrigation District	CA73, CA308, W1869-78 SWSPs 5346 & 5506	Rio Grande Reservoir
4.3	SD#1 SLVID Tabor	45.1	45.1	SLV Irrigation District	5346, 5506	Rio Grande Reservoir
4.4	Piedra River TM, Piedra Water Rights	500.0	500.0	Colorado Parks and Wildlife	W-3549 5346, 5506	Rio Grande Reservoir
4.5	Pine River Weminuche Pass TM	1,000.0	1,000.0	SLV Water Conservancy District	CA 1248-B, 84CW62, 94CW6 SWSPs 5346 & 5506	Rio Grande Reservoir
4.6	Treasure Pass Trans-Basin Diversion	730.76	730.76	Evelyn Underwood & Patti Cook	CA 0308 5346,5506	Rio Grande Reservoir
4.6	Treasure Pass Trans-Basin Diversion	100	50.7	Sid Klecker	CA 0308 5346, 5506	Rio Grande Reservoir
4.7	SMRC 2012 Leases of 1,279.8 shares in RG Canal @ 0.944 af/share	1,252.11	1,252.11	Santa Maria Reservoir Co	2013CW3002 SWSP 5491	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2013 Leases of 3235.8 shares in RG Canal @ 0.72 af/share	2,328.8	2,328.8	Santa Maria Reservoir Co	2013CW3002 SWSP 5491	Rio Grande, Santa Maria &

						Continental Reservoirs
4.7	SMRC 2014 Leases of 3320.8 shares in RG Canal @ 1.288 af/share	4,278.2	4,278.2	Santa Maria Reservoir Co	2013CW3002 SWSP 5491	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2015 Leases of 3095.8 shares in RG Canal @ 1.86 af/share	3,568.2	3,568.2	Santa Maria Reservoir Co	2013CW3002 SWSP 5491	Rio Grande, Santa Maria & Continental Reservoirs
4.7	SMRC 2016 Leases of 1645 shares in RG Canal @ 0.968 af/share	840.29	533.59	Santa Maria Reservoir Co	2013CW3002 SWSP 5491	Rio Grande, Santa Maria & Continental Reservoirs
4.8	2022-SWSP Water Exchange (SMRC for TM)	0	49.3	Mammoth Land Holdings, LLC	SWSP 6164	Continental Reservoir
	In Storage – Total Replacement Water (acre-feet)	14,834.76	14,528.1			
4.9	On Call – Irrigation Season Forbearance Agreements	Contract	Expected Yield	Source of Diversion	SWSP	Special Contract Conditions
	Rio Grande Canal	900		Rio Grande		
	San Luis Valley Canal	400		Rio Grande		
	Commonwealth Irrigation Company	500		Rio Grande		
	Centennial Ditch Company	No ac-ft limit		Rio Grande		Replace up to 10 Calendar days of combined, injurious stream depletions
	Excelsior Ditch Company	1,000		Rio Grande		
	Monte Vista Canal	300		Rio Grande		
	Prairie Ditch Company	100		Rio Grande		
	San Luis Valley Irrigation District	1,000		Rio Grande		
	Rio Grande Lariat Ditch Company	500		Rio Grande		
	On Call -- Irrigation Season – Total Water Available (acre-feet)	4,700	200-800			
4.10	On Call – Non-Irrigation Season	Total RG Allocation (all Subdistricts) (AF)	Projected Yield Subdistrict # 1 (AF)	Source of Diversion	SWSP	Current Location
	Closed Basin Project Allocation	4,800	68.6	RGWCD		Closed Basin Project

	On Call -- Non-Irrigation Season – Total Water Available (acre-feet)		68.6			
4.11	Great Sand Dunes National Park Service Forbearance Agreements	Source of Diversion	Contract Years	Water Rights	Case #	Total Amount to Divert/Store
	Great Sand Dunes National Park	Little Spring Creek & Big Spring Creek	2023-2025	Hull Ditch, Los Ojos Ditch, South Ditch No. 1 & No.2	03/26/1895	23.04 cfs
	The Nature Conservancy	Little Spring Creek & Big Spring Creek	2024	Hull Ditch, Los Ojos Ditch, South Ditch No. 1 & No.2	03/26/1895	60.25 cfs
	Colorado Parks and Wildlife	Little Spring Creek & Big Spring Creek	2023-2025	San Luis Lakes & Head Lake	W3962, W3963, & 95CW40	Absolute: 10,600 AF Conditional: 817.5
	Rio Grande Water Conservation District	Little Spring Creek & Big Spring Creek	2023-2025	San Luis Lakes	95CW40	Absolute: 1,205 AF Conditional: 817.5 AF

2. OPERATION OF THE 2024 ANNUAL REPLACEMENT PLAN

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

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

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

Sections 37-80-120, 37-83-104, and 37-83-106, C.R.S., allow for exchanges to occur between reservoirs without a decree and if recognized by the Division Engineer. Appropriate accounting between the

Division Engineer's Office and Subdistrict No. 1 will occur on a regular and routine basis if these exchanges occur. Any reservoir exchanges done during the Plan Year will be documented and reported in the subsequent Annual Report. The Division Engineer's Office will be notified in advance of any reservoir exchanges.

As shown above, Subdistrict No. 1 has implemented Forbearance Agreements with major canals located on the main stem of the Rio Grande for the Plan Year. Upon its sole discretion, Subdistrict No. 1 will exercise these agreements if conditions exist which could save an approximate 200-800 acre-feet of replacement water during the Plan Year.

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

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

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

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

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

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

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

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

The projections for the Plan Year show accretions occurring at certain periods on the Rio Grande. The

Subdistrict will make a specific written request to the Division Engineer before applying these accretions to other reaches on the Rio Grande to remedy injurious depletions.

As described in Table 4.1, the Board of Managers of Subdistrict No. 1 has acquired multiple years' worth of depletion replacement water that is currently in storage and available for release, which is well over the amount needed to cover the current total calculated post-plan stream depletions to the Rio Grande. The Board of Managers will continue to work diligently towards obtaining permanent and/or renewable supplies to remedy future depletions caused by present or future Subdistrict Well groundwater withdrawals.

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

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

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

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

3. ANTICIPATED FUNDING FOR PLAN YEAR

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

- a. Administrative Fee: This revenue is used to offset the cost of administering the PWM and ARP.
- b. CREP Fee: This revenue provides the required match to the federal funds that are paid

by the USDA directly to those groundwater irrigators that have been approved for the CREP program

- c. Variable Fee: This fee is charged per acre-foot of groundwater withdrawn, called the Water Value, and may be offset in whole or part by SWC in a Farm Unit. The Water Value is set every year by the Board of Managers in an amount necessary to purchase replacement water or take other actions to remedy injurious depletions from Subdistrict Wells and to fund certain additional programs with the purpose of reducing groundwater consumption within Subdistrict No. 1.

The fees are set by the Board of Managers and certified to the three counties, Alamosa, Rio Grande and Saguache, which collect these fees on their tax rolls. For the 2023 irrigation season, the Administrative Fee was set at \$3.00 per irrigated acre, the CREP Fee was set at \$-0- per irrigated acre and the Water Value was set at \$150 per acre-foot of groundwater withdrawn, as offset by SWC, if any.

Table 5.0
2023 Subdistrict No.1 Assessments

Fee Type	Amount of 2023 Assessments
Administrative Fees	\$502,550.78
Conservation Reserve Enhancement Program Fees	\$-0-
Variable Fees	\$7,326,612.30

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

1. FORBEARANCE AGREEMENTS

Several ditches have entered into a Forbearance Agreement with Subdistrict No.1 for the 2024 Irrigation Season. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., Subdistrict No. 1 has reached agreement with each ditch whereby injury to their water rights resulting from the use of groundwater by Subdistrict Wells may be remedied by means other than providing water to replace stream depletions, when the ditch is the calling right on the Rio Grande. Copies of the forbearance agreements are included in **Appendix H**. The expected yield of these agreements is as shown above in the table of replacement sources.

Great Sand Dunes Forbearance

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

2. CLOSED BASIN PROJECT PRODUCTION

According to the Division No. 3 Engineer’s Rio Grande Compact Ten-Day Report on April 5th, 2024, the projected production of the project delivered to the Rio Grande is 8500 acre-feet during the calendar year 2024. The division of the Closed Basin Project production in accordance with agreements with Conejos River and Rio Grande water users’ organizations and special districts is 60% to the Rio Grande and 40% to the Conejos River over the long term, with provisions for adjustments in the division during individual years. On March 29, 2024 the RGWU and SLV Water Conservancy District changed this percentage agreement to 61% to the Rio Grande and 39% to the Conejos River to bring the long-term division closer to the 60/40 agreement expectations. Pursuant to the Resolution Regarding Allocation of the Yield of the Closed Basin Project, the management and allocation of the Rio Grande’s share of the Project’s usable yield is made by the Rio Grande Water User’s Association in consultation with the San Luis Valley Water Conservancy District. At a meeting of the Rio Grande Water User’s Association Board of Directors on March 14, 2024, the Board of Directors passed a motion to specifically allocate up to 4,100 acre-feet of the Rio Grande’s share of the usable yield of the Closed Basin Project to replace the stream depletions under this ARP and in conjunction with the other operating Subdistricts. Similarly, the Board of Directors of the San Luis Valley Water Conservancy District agreed to the allocation as stated in their letter to the Rio Grande Water Conservation District on April 10, 2024. The projected amount of the CBP production needed by Subdistrict No. 1 under this ARP is shown above in Table 4.1. See **Appendix I** for a copy of the letters.

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

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

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

a. UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

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

One of the primary goals of Subdistrict No. 1 is to cause groundwater levels in the unconfined

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

The change in unconfined aquifer storage based on measurements from January 1976 through March 2024 was -1,268,246 acre-feet on an accumulated month basis.

As described in the PWM, the accumulated 5-year running average of the annual average of the monthly change through December 1, 2023 was -1,196,870 acre-feet. As previously noted, the goal in the PWM is to achieve a recovery and maintain storage at a level between -200,000 and -400,000 acre-feet. The December 1, 2023 five year running average storage value is 796,870 acre-feet below the lowest goal level.

b. PROJECTIONS OF UNCONFINED AQUIFER CHANGE IN STORAGE VOLUMES.

The current 5-year rolling average unconfined aquifer level is -1,196,870 ac.-ft. Assuming recovery must be met by year 2030, the recovery amount needed to reach the lower target level of -400,000 ac.-ft. each year would be +164,078 ac.-ft. Subdistrict No. 1 understands that this number has been increasing each year but has been proactive in amending and revising the Plan of Water Management to try and address this sustainability issue. The graph below shows the current aquifer levels and recovery amount needed to meet the lower level described above. The chart below shows the levels of unconfined aquifer storage since the beginning of the study and, beginning in February 2024, the required projected recovery to meet the lower target if we have an average water year.

Figure 6.1
2024 Projections of Unconfined Aquifer Storage

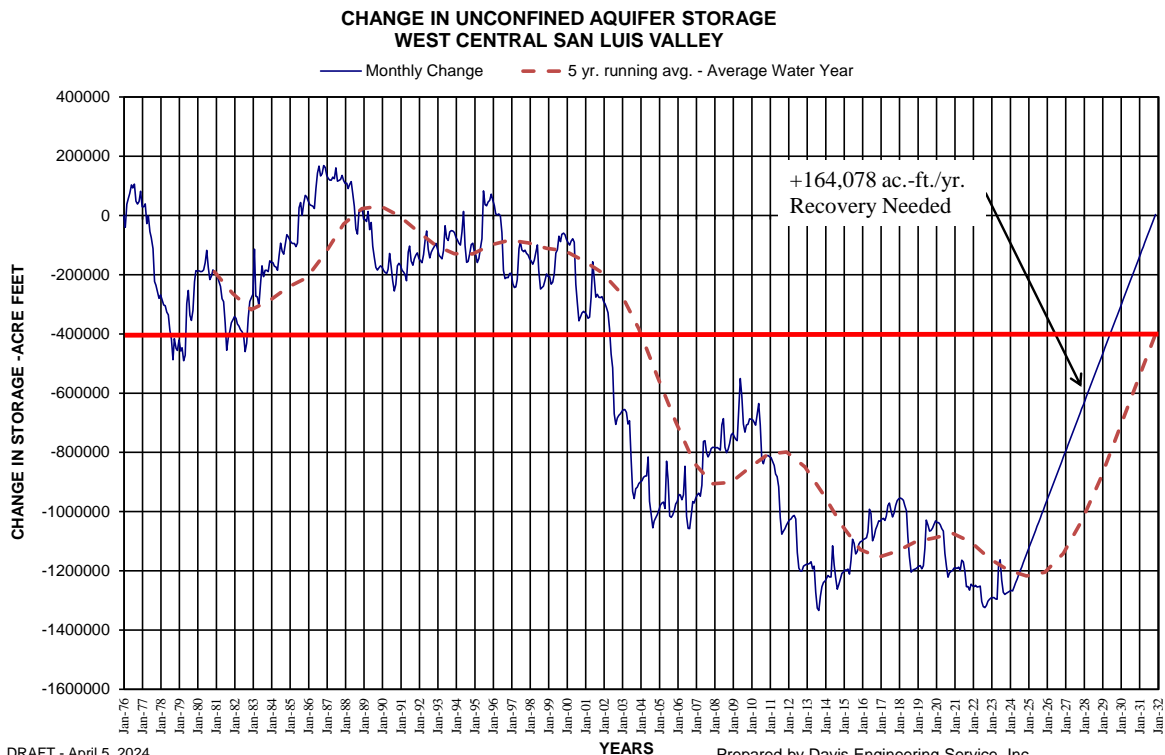


Figure 6.2
Charts Showing Change in Unconfined Aquifer Storage

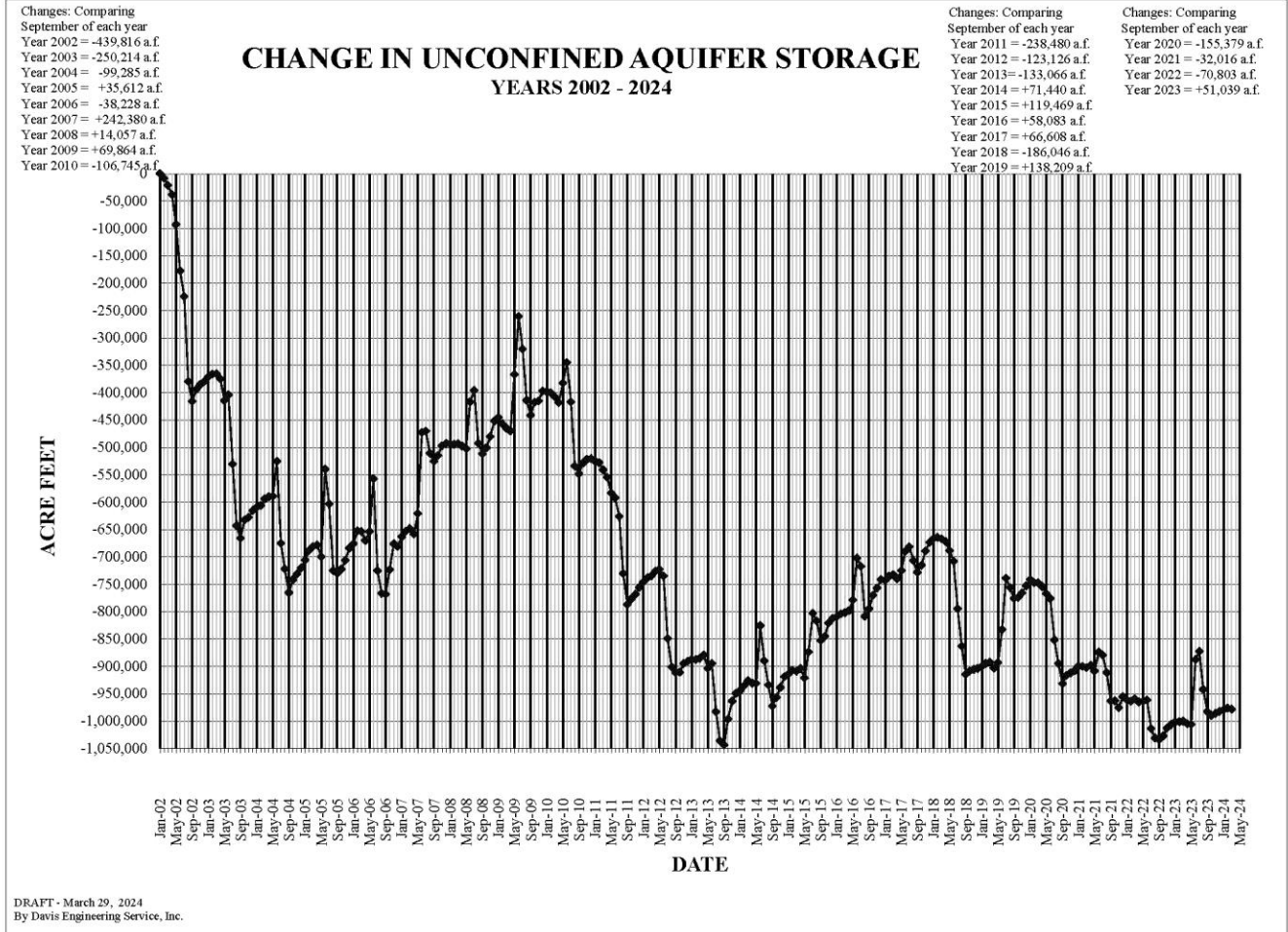
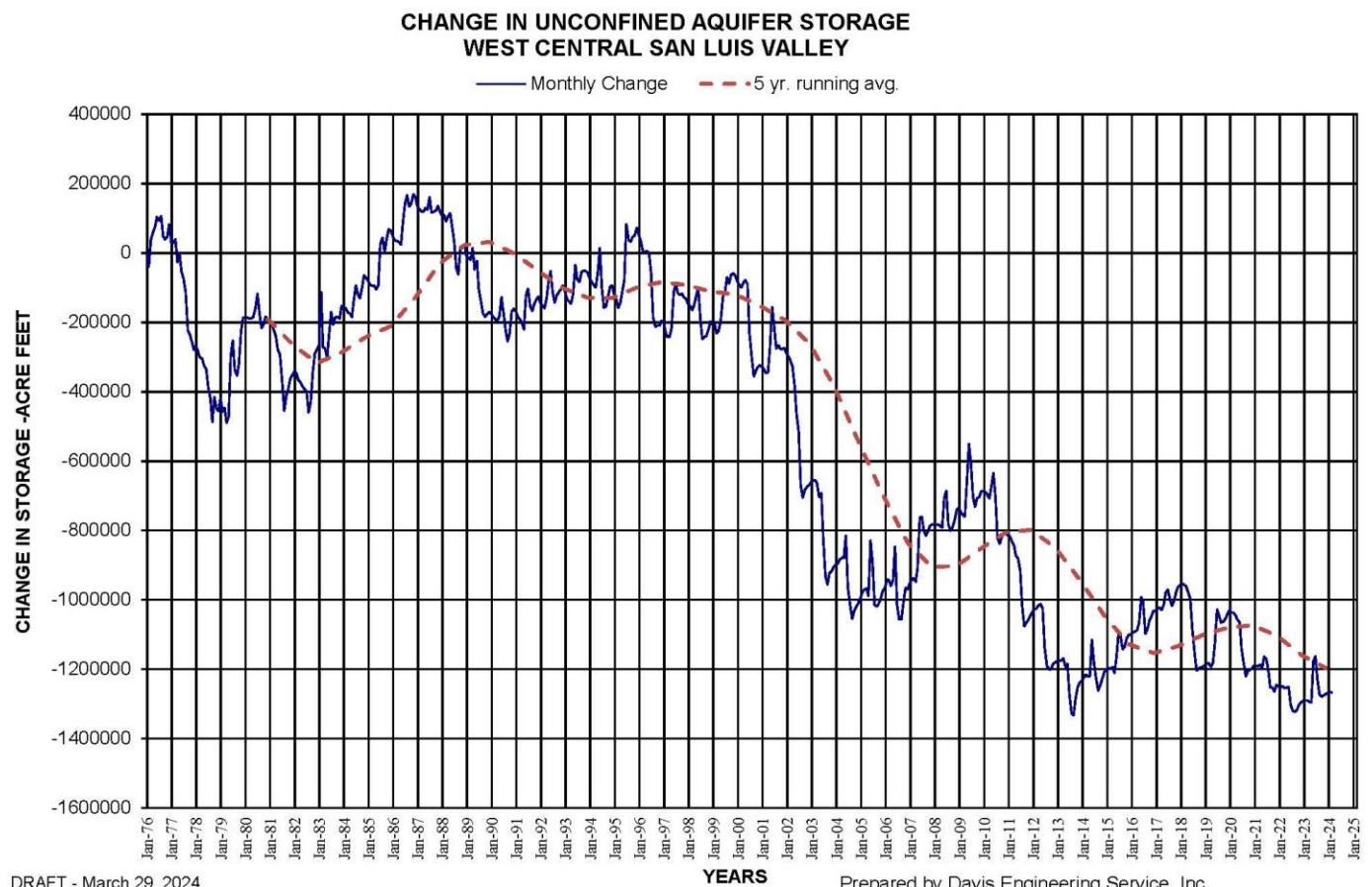


Figure 6.3
Change in Unconfined Aquifer Storage



DRAFT - March 29, 2024
 Data through March 12, 2024

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

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

a. 2024 CONTRACTED CONSERVATION RESERVE ENHANCEMENT PROGRAM LANDS

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

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

As of April 15, 2024, Subdistrict No. 1 has finalized FSA CRP-1 Contracts, see Table 6.0, for 4,209.6 acres in Permanent Water Retirement and 6,298.96 acres in 15 Year Water Retirement terms for a total of **10,508.56** acres reducing water consumption by approximately 14,213.3 acre-feet per year. The Subdistrict No. 1 Rio Grande CREP signup is ongoing. A map and legal descriptions for these CREP parcels is included in **Appendix L**.

Two CREP contracts were also terminated in the 2023 Plan Year. These contracts were asked to be terminated by the contract holder when the Subdistrict received written request to terminate from the contract holder on May 25th, 2023. The subdistrict’s board of managers approved this termination on June 6th, 2023 with the understanding that FSA would terminate their portion of the contract as well. To be able to complete termination, repayment of back payments and a percentage of future obligations was paid on June 16th, 2023. Wells that supply these quarters will most likely go back into production and will need to be within State standard to be able to withdraw groundwater. All WDID (s) associated with these quarters are currently on the Subdistrict #1 ARP Well List.

2023 CREP Contract Terminations:

- 1) ALA#49-2021
 - a. WDID (s): 2006678 & 2006679
 - b. Acres Served: 120 acres
 - 2) ALA#50-2021
 - a. WDID (s): 2005923
 - b. Acres Served: 120 acres

Table 6.0
Rio Grande River CREP Enrollment (in acres)

Year	Permanent	Temporary	Total
2014	918.6	1,049.9	1,968.5
2015	680.36	1,206.56	1,887
2016	1,164	751.22	1,915.2
2017	0	479.72	479.7
2018	241.78	1,509.98	1,751.8
2019	0	597	597
2020	604.64	120	724.6
2021	600.22	0	600.2
2022	0	100	100
2023	0	484.56	484.56
2024	0	0	0
TOTAL	4,209.6	6,298.96	10,508.56

b. TEMPORARY LAND RETIREMENT-FALLOW

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

Subdistrict No. 1 has suspended accepting new Four-Year Fallow applications in 2021. This program is not part of the overall Conservation Reserve Enhancement Program (“CREP”). This, 2024, will be the last year of the Four-Year Fallow Contracts.

Table 6.1
2024 Subdistrict No.1 Four Year Fallow Contracts

2024
Acres: 360.46

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

In 2024, Subdistrict No. 1 Board of Managers acting through its Water Activity Enterprise agreed to open a one-year ranked fallow program. This program allows for producers to bid on which field is fallowed and a ranking calculation was developed using a 5-year average diversion and the offered price by the Contractor. A resolution to open program was signed on March 20th, 2024 after being approved by the Subdistrict No. 1 Board of Managers. At a Special Meeting on March 28th, 2024, forty-two (42) applications for fallow were accepted. This program looks to reduce irrigation

on approximately 5,055 acres with the anticipated amount of reduced groundwater withdrawal being approximately 6,320 acre-feet.

c. WELL PURCHASE PROGRAM

The Board of Managers had budgeted for the fourth year of the Well Purchase Program (WPP) for 2024 but decided not to fund this when reviewing bids received this year. They decided to fund incentives to SB22-028, described below, to use the budget in that program to increase the amount of wells the subdistrict could retire within the budget year. The WPP sought to purchase ground water rights. Wells would be purchased based on a ranking system that combines annual diversions, asking price, acres and aquifer to create a score. The lowest score indicates the well is most beneficial to the subdistrict to purchase and retire. The following is the total wells purchased through 2023:

- 1) In 2021, a total of 19 wells were purchased through the WPP retiring 1375 acres from pumping with a total 10-year average of 1766.49-acre feet of groundwater pumping retired.
- 2) In 2022, a total of 16 wells were purchased through the WPP retiring 1149 acres from pumping with a total 10-year average of 1009.48-acre feet of groundwater pumping retired.
- 3) In 2023, a total of 15 wells were purchased through the WPP retiring 1303 acres from pumping with a total 10-year average of 1650.81 -acre feet of groundwater pumping retired.

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

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

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

The initial requirement for participation in the Program is that a participating well

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

In 2023, \$30 million was allocated to the Rio Grande Basin to target areas within the basin that have a sustainability requirement. The enrollment was not limited Subdistrict No. 1, and any subdistrict that had sustainability requirements in their plans of water management could enroll. With limited enrollment in the first round in Subdistrict No. 1, Subdistrict No.1 decided to add an incentive of \$1,250.00 to the acre-feet average being paid with the Senate Bill funding. With that said, as the date of this report, a total of 13 applications have been entered into this program. These applications into SB22-028 are estimated to reduce pumping on approximately 2,213 acres and reduces approximately 3,457 acre-feet of groundwater withdrawals. In the future this same group of wells is expected to pump up to 350 AF.

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

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

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

Based on total head-gate diversions for the Rio Grande Canal (59.5 Shares), SLV Canal (1000 shares) and Farmers Union (948 share acres) during the irrigation season the Subdistrict with their combined 2,007.5 shares of surface water diverted approximately 2,729 acre-feet towards recharge to the unconfined aquifer on the White, McConnell, Lacy and West Medano Ranch properties during the irrigation season in 2023. Subdistrict No. 1 did not use the wells located on these parcels for any purpose in 2023. A map identifying the locations of the permanent land purchases acquired by the Rio Grande Water Conservation District for Subdistrict No. 1 is included in Appendix M.

4. OTHER PROPOSED ACTIONS TO BE TAKEN AS APPLICABLE

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

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

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

The Board of Managers and Subdistrict members are currently set for trial in January 2026 to amend and restate the current approved PWM, with the intent to balance water imported into the Subdistrict against groundwater pumping and rely upon natural inflow into the aquifer system to recover the unconfined aquifer. As the Subdistrict can neither predict nor control future hydrologic cycles, it is not known how long aquifer recovery will take. In the event that pumping exceeds imported water, the Subdistrict will continue working to assure aquifer sustainability in the only way they have available – by charging an over pumping fee which is used to fund conservation programs for Subdistrict members. Subdistrict No.1 expects to see once again recovery in the unconfined aquifer and continue doing everything within its limited authority to complete its charge under the PWM.

Annual Replacement Plan Appendices
2024 Plan Year

Prepared

April 15, 2024

By

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Appendix A

Subdistrict No.1 Well List

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

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

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

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

Appendix A is the most current tabulation of the Water District Identification Number (WDID) and the irrigation well pumping of each Subdistrict No.1 well. The WDIDs of the wells added to and removed from the 2024 Subdistrict No.1 Well list is noted in section 1.0 and noted at the end of Appendix A.

Each year, as producers report information for their farm units and additional data is accumulated from other sources regarding well use and ownership, the Subdistrict Well list is updated. Requests for Farm Unit updates will be mailed out before the end of April 2024. Any reported corrections regarding wells are incorporated into the Subdistrict No. 1 Well list through a contract process at the March annual meeting. All wells added or removed from the Subdistrict Well list is referenced in section 1.0.

Appendix F
History & Documentation of Purchase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7 PIEDRA WATER RIGHTS STORED IN RIO GRANDE RESERVOIR

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

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

4.8 SANTA MARIA RESERVOIR COMPANY SHARES

There is a remaining balance of 11,960.9 acre-feet of fully consumable water from the original 18,159.14 acre-feet of Santa Maria Reservoir Company water leased by Subdistrict No. 1. This water is in storage in Santa Maria Reservoir, Continental Reservoir and Rio Grande Reservoir and was accumulated from 2011 through 2019 storage seasons. **See Appendix G.**

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

The Subdistrict does not hold any leases for 2024.

In 2022, an MOU was signed with Subdistrict #3 for 200 AF of Santa Maria water. This was not finalized until May of 2023 when the transfer occurred in DWR Reservoir accounting.

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

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

4.9 SWSP 6164: EXCHANGE OF TRANS-BASIN WATER FOR SANTA MARIA RESERVOIR COMPANY SHARES

In 2022, Subdistrict #1 approved a SWSP water agreement with Mammoth Land Holdings, LLC. to exchange their Santa Maria Reservoir Company Shares per the approved SWSP for Trans-Basin water stored in Rio Grande Reservoir that the Subdistrict #1 owns. This SWSP was developed by Mammoth Land Holdings, LLC. to cover their pumping if Subdistrict #5 was not operating. In 2022, Subdistrict #5 was operating and Mammoth Land Holdings, LLC. did not need to be covered under this SWSP and opted that year to be covered under Subdistrict #5's 2022 ARP. With that said, this exchange of water did not occur in 2022. In 2023, Mammoth Land Holdings, LLC. contacted Subdistrict #1 to ensure that this exchange occurred. On June 22, 2023, per SWSP 6164, 49.3 AF of Subdistrict #1 Treasure Pass Vintage was deducted from the account in Rio Grande Reservoir and moved to Mammoth Land Holdings, LLC. and the same amount was then added to Subdistrict #1 Native balance in Continental Reservoir for the Santa Maria Reservoir Company Shares. This water will be subsequently released to replace injurious depletions under the direction of the Division Engineer for Water Division No. 3 to meet the requirements of the Subdistrict No. 1 ARP. See Appendix F for documentation of SWSP agreement and calculations.

	SWSP 6164 (2022)-Exchanged in 2023 ARP Year	
	<i>Subdistrict No. 1 Received (AF):</i>	<i>Subdistrict No. 1 Exchanged to Mammoth Land Holdings LLC. (AF):</i>
<i>2022 SMRC Share Water (60 shares @ 0.85 AF/Share) *(1*3.3%)</i>	49.3	0
<i>Treasure Pass Vintage (trans-basin)</i>	0	49.3

Appendices

- Appendix A** Tabulation of Subdistrict Wells
- Appendix B** List of Augmentation Wells, Links and Map
- Appendix C** NRCS Forecasts, 10 Day Forecast DWR, Compact
- Appendix D** Projected Recharge Credits
- Appendix E** Ditches and Pro Rata Shares
- Appendix F** History & Documentation of Purchase
- Appendix G** Santa Maria Leases
- Appendix H** Forbearance Agreements
- Appendix I** Closed Basin Project Letters
- Appendix J** Unconfined and Confined Groundwater Levels in Wells within Subdistrict No. 1, Well Location Map
- Appendix K** Hydraulic Divide Maps with Groundwater Contours, Flow Vectors
- Appendix L** Lists of Current CREP, Fallow Parcels, Well Purchase Program & Senate Bill 22-028 in Subdistrict No. 1 by Legal Location & Maps
- Appendix M** Map of Permanent Land Purchases for Subdistrict No. 1
- Appendix N** Centennial Ditch Company Resolution
- Appendix O** Great Sand Dunes National Park Forbearance
- Appendix P** List of Contract Wells

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

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2005001		2005007	0.02	2005013		2005018	88.90	2005019	
2005022	114.50	2005033	42.85	2005035	137.43	2005037	54.93	2005038	35.96
2005040		2005041	119.21	2005042		2005046	116.00	2005047	
2005048		2005049	140.90	2005050	119.95	2005051		2005052	119.95
2005053	113.51	2005056		2005057	86.82	2005058	61.56	2005059	39.29
2005062		2005069		2005072		2005077		2005078	
2005080	106.47	2005084	0.00	2005085		2005092	0.00	2005094	219.80
2005095	49.31	2005096	2.04	2005097		2005098		2005102	
2005103	107.02	2005104	83.78	2005105		2005107	36.85	2005109	
2005112		2005115		2005116	23.36	2005119	0.00	2005120	127.99
2005121	0.00	2005122		2005125	92.79	2005126		2005127	0.00
2005131		2005132	0.00	2005133	0.00	2005134	0.00	2005135	117.83
2005137	106.51	2005138	74.69	2005141		2005142	0.08	2005145	102.18
2005148		2005152		2005155	122.46	2005156	51.36	2005158	
2005159	36.01	2005161	0.00	2005162	147.68	2005163	44.29	2005167	
2005168		2005170		2005171		2005172	208.51	2005173	
2005174		2005175		2005176	107.71	2005177	88.08	2005178	74.90
2005179		2005181	35.36	2005185		2005186	10.61	2005187	
2005192		2005193	90.78	2005197	107.44	2005201		2005202	149.40
2005203		2005205	0.00	2005206	96.94	2005207	116.18	2005208	
2005211	86.71	2005212	33.78	2005214	117.83	2005315		2005316	118.65
2005322	283.69	2005324	0.02	2005325	97.94	2005326		2005334	110.03
2005335		2005336		2005337	126.51	2005338		2005339	126.51

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2005340	140.90	2005342		2005344	0.45	2005355		2005383	107.80
2005384	102.18	2005388	90.48	2005391	86.82	2005393		2005398	211.86
2005399	109.73	2005407	140.59	2005408		2005409	112.28	2005410	116.00
2005411	49.07	2005424	52.17	2005425	42.63	2005427	0.00	2005429	111.79
2005430	126.04	2005431	152.28	2005433	62.02	2005434	61.21	2005435	92.19
2005439	0.00	2005443	15.07	2005444	5.39	2005445		2005446	34.69
2005447	42.37	2005448		2005450		2005451	0.00	2005452	48.69
2005453		2005454	58.32	2005457		2005458		2005459	
2005461	0.00	2005462	134.75	2005465	116.94	2005466	55.61	2005467	62.47
2005468	21.06	2005469	62.78	2005470	0.00	2005471	38.98	2005472	
2005473		2005474	60.75	2005476	0.00	2005479		2005480	
2005481	154.89	2005482	34.11	2005483	63.43	2005484	92.80	2005488	29.42
2005489	29.42	2005490	123.66	2005491		2005492		2005493	67.72
2005494	143.03	2005495	113.85	2005496	56.32	2005497	0.00	2005498	96.94
2005499	90.76	2005503	0.00	2005504	166.68	2005505	58.96	2005507	49.07
2005508	50.55	2005509	0.00	2005510	38.02	2005511	8.62	2005512	
2005513	38.00	2005514	38.00	2005515	34.13	2005516	37.74	2005517	35.08
2005518	28.15	2005519	62.29	2005520		2005521	116.94	2005522	126.04
2005523	110.58	2005524	92.45	2005525	96.56	2005526	64.49	2005527	70.56
2005528	58.85	2005529	59.41	2005530	60.19	2005531	42.63	2005532	52.17
2005533	0.00	2005534	0.00	2005535	111.79	2005536	92.19	2005537	0.00
2005538	0.00	2005539	0.21	2005540		2005560	115.34	2005562	
2005567	98.29	2005568	103.60	2005569	55.71	2005570	55.71	2005571	0.00
2005572	0.00	2005573		2005574	131.87	2005575	131.45	2005576	135.91
2005578	99.77	2005579	99.77	2005580		2005581		2005582	60.86

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2005583	59.07	2005584	41.21	2005585		2005586	105.88	2005587	105.88
2005588	115.34	2005589	52.41	2005590	66.43	2005592	104.40	2005593	152.01
2005594	62.71	2005595	0.00	2005596	119.32	2005597	97.44	2005598	132.47
2005599	197.77	2005601	125.59	2005603	0.00	2005604	0.00	2005605	74.80
2005608	87.63	2005609	0.98	2005610		2005612	55.44	2005613	101.81
2005614	110.59	2005617	118.12	2005621	88.37	2005641		2005642	0.00
2005643	0.00	2005645	239.07	2005646	0.00	2005647		2005648	0.00
2005651		2005652	27.25	2005653	26.45	2005654	26.45	2005656	110.00
2005657		2005658		2005659	52.08	2005660	52.08	2005662	7.78
2005663	7.78	2005664		2005665	5.36	2005666	5.36	2005668	65.30
2005669	65.30	2005670	50.72	2005671	61.82	2005672	62.30	2005673	51.75
2005674	50.75	2005675	11.18	2005676	0.00	2005677	0.00	2005678	46.26
2005679	46.26	2005680	65.72	2005681	65.72	2005682	58.58	2005683	58.58
2005684	91.37	2005685	91.37	2005686		2005687	156.57	2005688	
2005689	44.10	2005690	119.88	2005691	119.88	2005692	110.82	2005693	110.82
2005694	28.83	2005695	28.83	2005696		2005697	51.36	2005698	0.00
2005699	0.00	2005700	0.00	2005701		2005702	79.90	2005703	99.20
2005704	79.90	2005705	99.20	2005706		2005707	36.18	2005708	
2005709	81.04	2005710	136.67	2005711	136.67	2005712	166.10	2005713	246.41
2005714	0.00	2005715	0.00	2005716	0.03	2005717	0.03	2005718	132.86
2005719	132.86	2005720	0.00	2005721	132.44	2005722		2005723	77.85
2005726	45.38	2005727	61.04	2005728	109.82	2005729	99.99	2005730	
2005731	0.00	2005732	0.00	2005733	0.79	2005734	0.07	2005737	0.00
2005738		2005739	85.38	2005740	77.91	2005741	77.91	2005742	29.17
2005743	29.17	2005745	23.68	2005746	0.00	2005747	40.53	2005748	35.64

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2005749	41.94	2005750	54.15	2005751	33.26	2005752	24.40	2005753	55.80
2005754	6.89	2005755	44.30	2005756	46.27	2005757	44.91	2005758	63.03
2005759	63.03	2005760	62.71	2005761	54.24	2005762	52.65	2005763	54.45
2005764	52.85	2005765	52.85	2005766	0.00	2005767	0.00	2005768	0.00
2005769	0.00	2005770	0.00	2005771	0.00	2005772	123.55	2005773	98.32
2005774		2005775		2005776	38.02	2005777	38.02	2005778	80.96
2005779	80.96	2005780	47.66	2005781	67.71	2005782	60.35	2005784	67.26
2005785		2005786	103.73	2005787	30.31	2005789	58.64	2005791	109.18
2005793		2005798		2005799		2005801	230.99	2005803	97.78
2005806		2005807	6.08	2005809	61.82	2005811	51.75	2005812	55.10
2005813	65.56	2005814	69.63	2005815	0.00	2005816	0.10	2005817	285.60
2005818	0.97	2005819	97.94	2005820	70.10	2005821	68.04	2005822	
2005823	58.02	2005824	30.49	2005825	30.49	2005826	51.42	2005827	35.37
2005828	216.88	2005829	50.48	2005830	56.48	2005831	54.82	2005832	67.30
2005833	87.19	2005834		2005835		2005836	43.77	2005837	42.48
2005838	98.46	2005839	42.75	2005840	41.09	2005841	39.88	2005842	74.19
2005843	72.01	2005844	36.85	2005845	37.96	2005846	36.38	2005847	35.31
2005848	54.37	2005849	54.37	2005850	74.01	2005851	34.79	2005852	31.75
2005853	31.75	2005855	129.66	2005857	0.00	2005859	60.61	2005862	103.55
2005864	99.19	2005866		2005868	0.00	2005869		2005870	15.54
2005871		2005876	124.80	2005884	36.65	2005886	0.00	2005907	47.14
2005909	69.26	2005913	83.27	2005914	0.13	2005916	55.67	2005918	55.67
2005919	55.67	2005920	55.67	2005921	0.00	2005923	97.73	2005924	91.85
2005926	123.70	2005927	20.00	2005928		2005929		2005930	35.36
2005931	134.80	2005932	99.97	2005933		2005934		2005935	142.38

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2005936	122.46	2005937	45.06	2005941	0.00	2005947	0.02	2005948	135.13
2005949	135.13	2005950		2005951		2005952		2005953	
2005954		2005955		2006003		2006004		2006005	
2006007	35.54	2006008	34.49	2006009	111.94	2006010		2006011	107.71
2006013	64.67	2006014	64.67	2006016	34.49	2006017	38.00	2006018	38.00
2006019		2006020	0.00	2006021	0.05	2006023	86.32	2006025	
2006026	69.24	2006027	69.24	2006028	71.36	2006029	71.36	2006030	35.39
2006031	36.47	2006032	47.14	2006152	59.52	2006153		2006176	135.53
2006177	127.13	2006178	135.53	2006179	127.13	2006218	130.42	2006224	158.17
2006234		2006235	178.31	2006248	46.31	2006251	53.31	2006252	53.31
2006253	60.30	2006254	60.30	2006262	1.45	2006263	137.76	2006264	107.80
2006265		2006266	126.41	2006269		2006270	112.77	2006271	
2006272	100.78	2006273		2006274	101.35	2006275	0.09	2006276	122.12
2006277		2006278	112.43	2006279		2006280	141.29	2006281	117.20
2006282	117.20	2006283	0.00	2006284	71.78	2006285	71.78	2006286	123.36
2006287	123.36	2006288	0.00	2006289	0.00	2006290	69.48	2006291	69.48
2006292	52.43	2006293	36.57	2006294	36.57	2006297	0.00	2006298	
2006299	82.18	2006300	100.93	2006301	107.44	2006302		2006304	
2006305	61.36	2006306		2006307		2006308		2006309	230.00
2006310	102.91	2006311	102.91	2006312	83.93	2006313	83.93	2006314	61.36
2006315	59.56	2006319	113.16	2006320	113.16	2006321		2006322	
2006323		2006324		2006325		2006326		2006327	
2006328		2006329	0.00	2006330	0.00	2006331		2006332	
2006333	0.00	2006334	0.00	2006335		2006336		2006337	0.00
2006338	0.00	2006339	0.00	2006340		2006342	101.76	2006343	

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2006344	37.95	2006345	96.33	2006346	96.33	2006347	41.77	2006348	
2006349	218.08	2006350		2006351	25.60	2006352		2006353	57.53
2006354	66.01	2006355	64.07	2006356	80.18	2006358	123.79	2006359	108.23
2006360	98.28	2006361		2006362	102.88	2006363		2006364	127.45
2006365	49.16	2006366	50.65	2006367	47.74	2006368	47.74	2006369	105.83
2006370	105.83	2006371		2006372	88.12	2006373	0.00	2006374	138.06
2006375	0.00	2006376	0.00	2006377		2006378	0.00	2006379	162.33
2006380	119.42	2006381		2006382	106.23	2006383	77.18	2006384	117.77
2006385	89.69	2006386	92.41	2006387		2006388	146.88	2006389	
2006390	136.18	2006391	99.22	2006392	99.22	2006393		2006394	116.51
2006395		2006396	103.50	2006397	0.00	2006398	365.41	2006399	
2006402	238.48	2006403	86.42	2006404		2006405	90.67	2006409	
2006410	103.74	2006411	92.79	2006412		2006413	156.54	2006414	70.59
2006415	72.73	2006416	130.56	2006417		2006418	129.40	2006419	
2006420	128.64	2006421		2006422	168.07	2006423	33.79	2006424	33.79
2006427	74.90	2006428	106.51	2006429	74.69	2006430		2006431	55.10
2006434		2006435	154.22	2006436		2006437	97.92	2006438	71.53
2006439	71.53	2006440		2006441	224.22	2006444	108.43	2006445	
2006446		2006447	207.09	2006448	136.18	2006449	140.31	2006450	90.63
2006451	90.63	2006452		2006453	132.67	2006454		2006455	97.24
2006457	80.02	2006458	80.02	2006459	78.29	2006460	38.67	2006461	74.22
2006462	74.22	2006463	46.89	2006464	46.89	2006466	99.45	2006467	
2006468	240.64	2006469		2006470	133.32	2006471		2006472	276.35
2006473		2006474	117.01	2006475		2006476	61.84	2006478	0.00
2006479	97.41	2006480	114.74	2006481	120.88	2006482	120.88	2006483	54.93

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2006491		2006492	81.75	2006493		2006494	89.00	2006495	
2006496	245.41	2006497	0.00	2006498	136.20	2006499		2006500	147.12
2006501		2006502	105.93	2006504	114.53	2006512	97.29	2006513	91.50
2006514	91.50	2006515	274.20	2006516	274.20	2006517		2006518	112.04
2006519	116.74	2006520	116.74	2006521	97.00	2006522	97.00	2006523	
2006524	35.51	2006525	0.00	2006526	116.40	2006527	129.67	2006528	49.15
2006529	49.15	2006530		2006531	295.46	2006532	57.75	2006533	59.50
2006534	119.21	2006535	15.62	2006536	15.62	2006538	79.03	2006539	
2006540	41.49	2006541	41.49	2006542	42.74	2006545	125.27	2006546	
2006547	130.42	2006548		2006549	138.61	2006555	138.77	2006557	0.00
2006559		2006560	98.03	2006561	98.03	2006562	0.00	2006563	197.56
2006564	84.07	2006565		2006566		2006567	0.00	2006570	97.68
2006571	97.68	2006574	112.48	2006575	112.48	2006576	96.79	2006577	96.79
2006578		2006579	223.64	2006580	73.64	2006581	73.64	2006585	94.24
2006587	146.57	2006588	146.57	2006589	88.40	2006590		2006591	
2006592		2006593		2006594	90.38	2006595		2006596	55.36
2006597	31.47	2006598	53.73	2006599	31.47	2006601	5.42	2006602	132.08
2006604	0.00	2006605	59.53	2006606	59.53	2006608	0.00	2006609	
2006610	102.12	2006611		2006612	177.87	2006613		2006614	
2006615	101.51	2006617	0.00	2006622	79.73	2006623	423.62	2006624	27.24
2006625		2006626	329.32	2006627	47.80	2006628	47.80	2006629	49.25
2006630	53.66	2006631	107.02	2006632	83.78	2006633	138.77	2006635	97.51
2006637	65.04	2006643	63.13	2006644	94.73	2006645	94.73	2006646	92.79
2006647	92.79	2006648	0.00	2006649	55.16	2006653		2006654	
2006655		2006656		2006659	22.48	2006662	38.23	2006668	

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2006669		2006670		2006673	104.45	2006675	107.10	2006678	206.01
2006679	108.29	2006684		2006685		2006686		2008001	212.07
2008002	30.49	2008003	125.57	2008005	77.28	2008008	86.73	2008009	82.89
2008011	96.65	2008012	79.88	2008016	82.57	2008017	77.55	2008018	171.86
2008026	101.92	2008027	111.88	2008030	40.58	2008031	40.58	2008032	41.81
2008033	66.86	2008034	72.70	2008037	133.51	2008038	41.70	2008039	74.35
2008040	119.19	2008041	62.23	2008042	62.23	2008046	53.27	2008048	44.48
2008050	40.57	2008129	0.00	2008130	0.00	2008137	0.16	2008139	99.92
2008141	13.58	2008142	96.71	2008143	96.71	2008144	43.08	2008145	43.08
2008146	5.87	2008147	5.87	2008148	38.81	2008149	38.81	2008150	65.10
2008153	34.49	2008154	33.48	2008155		2008156		2008157	33.48
2008161	89.64	2008163	109.76	2008164	98.10	2008165	35.31	2008166	78.74
2008167	78.74	2008168		2008169	57.74	2008172	53.49	2008173	53.49
2008174	0.00	2008176	1.43	2008177		2008178		2008180	99.50
2008181	99.50	2008182	57.77	2008183	57.77	2008185	85.40	2008186	19.72
2008187	37.44	2008188	264.79	2008189	320.62	2008190	122.92	2008191	233.20
2008192	293.06	2008193	161.63	2008195	68.93	2008196	95.44	2008197	73.04
2008198	115.18	2008199		2008203	0.00	2008204	0.00	2008207	299.30
2008213	83.61	2008214	56.67	2008215	56.67	2008216	66.99	2008220	80.84
2008221	80.84	2008222	80.84	2008223		2008224		2008225	
2008226	0.00	2008229	31.42	2008230	31.42	2008231	31.42	2008235	92.34
2008238	90.81	2008239	0.00	2008240	43.13	2008241	40.29	2008243	58.61
2008251	128.52	2008252	125.88	2008254	79.38	2008257		2008258	77.85
2008262	5.42	2008266	109.59	2008270	35.72	2008271	35.72	2008272	35.57
2008273	35.57	2008274	38.23	2008275	38.23	2008276	35.72	2008277	35.57

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2008283	39.39	2008285	45.70	2008286	45.70	2008287	55.83	2008288	55.83
2008289	68.44	2008290	91.64	2008291	175.19	2008292	42.75	2008295	
2008297	68.60	2008298	59.52	2008299	81.07	2008302	47.65	2008306	277.00
2008307		2008308	67.26	2008309		2008310	103.73	2008317	97.29
2008318		2008319	131.06	2008320	0.00	2008321		2008322	131.06
2008326		2008336	111.39	2008342		2008344	96.97	2008345	
2008346		2008347		2008348	94.45	2008349	0.35	2008350	79.88
2008351		2008355	123.66	2008358		2008359	93.85	2008360	
2008361	112.04	2008362	122.46	2008363	86.09	2008364	86.09	2008365	94.24
2008366		2008376	66.43	2008377	1.84	2008378	88.37	2008379	
2008380	225.80	2008381	195.73	2008383		2008384		2008385	84.26
2008386	98.37	2008388		2008389	68.02	2008390	116.10	2008391	0.00
2008392	7.86	2008397	90.39	2008398		2008399	108.88	2008400	
2008401	108.88	2008403	1.18	2008404		2008405		2008406	90.39
2008407	78.71	2008408		2008410	120.71	2008411	78.71	2008412	
2008413	0.05	2008414	120.71	2008418		2008419		2008420	100.49
2008422	58.64	2008423	60.42	2008425	70.59	2008427	126.54	2008428	138.61
2008429	136.71	2008431		2008432		2008433	93.60	2008434	
2008435	122.38	2008436	105.56	2008437	0.15	2008438	116.14	2008439	
2008440		2008441		2008442	0.36	2008443		2008444	121.55
2008446	110.45	2008447	89.12	2008448	161.55	2008449	86.66	2008450	68.19
2008451	115.86	2008452	147.48	2008453		2008454		2008455	48.53
2008456	29.59	2008457	147.48	2008458	29.59	2008459	48.53	2008460	
2008461	79.04	2008462	79.04	2008463	81.44	2008464		2008465	124.19
2008466	124.19	2008467	130.87	2008468		2008469	116.78	2008470	

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2008471		2008472		2008473	84.55	2008474	26.99	2008475	
2008476	55.50	2008477		2008478	84.55	2008479	36.14	2008480	26.99
2008481	27.81	2008482	60.28	2008484	64.13	2008485		2008486	64.13
2008499		2008500		2008502	117.01	2008503	34.62	2008504	111.29
2008516	100.25	2008517		2008525	91.01	2008526		2008527	97.24
2008528	196.31	2008529	118.06	2008531		2008532		2008535	101.92
2008536		2008537		2008539	114.19	2008551	191.93	2008552	130.56
2008553	129.40	2008556	128.64	2008566	113.51	2008567	0.00	2008571	127.45
2008574	103.50	2008576	616.61	2008578		2008579		2008580	
2008581	137.08	2008582		2008583		2008584	228.03	2008590	33.30
2008591	0.00	2008593	79.74	2008594		2008595	69.84	2008596	
2008597		2008599	228.30	2008600		2008601		2008602	91.17
2008610	5.22	2008612		2008613	127.69	2008614	57.53	2008615	
2008616	16.14	2008617	127.69	2008620	8.57	2008621	79.60	2008623	0.41
2008624	79.60	2008626	80.12	2008627	74.05	2008628		2008629	74.05
2008631		2008632	3.49	2008637		2008638	104.45	2008639	100.30
2008640		2008641	130.87	2008642		2008644	123.79	2008645	
2008648		2008649	142.38	2008654	76.91	2008655		2008657	
2008658	36.72	2008660	129.56	2008661	143.63	2008662	0.00	2008663	0.00
2008668		2008669	112.43	2008670	175.78	2008671	31.26	2008677	0.00
2008678		2008679	105.12	2008680	7.50	2008681		2008682	
2008683	67.43	2008684	67.43	2008687	108.15	2008688	95.99	2008689	93.94
2008690		2008692	21.95	2008705	9.22	2008706	9.22	2008707	105.67
2008708		2008709	105.67	2008710	17.01	2008711		2008718	
2008719		2008720	63.13	2008721	164.10	2008722		2008723	

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2008724	121.69	2008725	164.55	2008727	123.66	2008728		2008729	123.66
2008730		2008731		2008732	44.55	2008734	127.99	2008735	88.65
2008736		2008737		2008738	130.04	2008739		2008740	
2008741	115.53	2008742	115.53	2008743		2008744	4.52	2008745	105.87
2008746		2008747	109.61	2008748	90.76	2008749	91.48	2008750	101.04
2008751		2008752		2008753	91.48	2008754	101.04	2008763	
2008764	100.50	2008765	0.12	2008766	131.02	2008767	126.93	2008768	78.89
2008769	100.50	2008770		2008772	0.00	2008773		2008774	
2008775	46.11	2008776	46.11	2008777		2008778	99.49	2008779	
2008781	38.34	2008782	38.34	2008784	77.37	2008788	60.61	2008789	19.91
2008792	152.11	2008793		2008794		2008795	151.42	2008798	102.26
2008799		2008800	105.28	2008801	105.28	2008802		2008803	94.14
2008806	197.66	2008807		2008809	236.25	2008810	173.96	2008811	
2008812	109.18	2008813	44.10	2008818		2008821		2008822	
2008823	28.85	2008824	94.67	2008825	94.67	2008826	28.85	2008827	0.00
2008828	83.27	2008829		2008830	125.27	2008834		2008835	141.04
2008836	29.19	2008837	126.33	2008838	43.60	2008839	126.33	2008840	
2008841		2008842		2008843	29.19	2008844		2008845	0.34
2008846		2008847	43.60	2008848		2008849		2008855	
2008863	63.29	2008864	61.43	2008865		2008869	73.30	2008870	0.00
2008871	111.78	2008874		2008876	41.45	2008879		2008880	0.02
2008886		2008887	22.48	2008888	23.16	2008889	12.50	2008890	
2008891	1.87	2008892	0.82	2008893	96.41	2008894	49.68	2008895	
2008896	96.41	2008897	3.33	2008898		2008899	96.45	2008902	0.11
2008903	89.21	2008904	87.97	2008908		2008909		2008910	124.10

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2008911	111.98	2008915		2008916	107.62	2008917	107.62	2008918	50.51
2008919	91.84	2008920		2008921		2008922	7.73	2008928	
2008929		2008932	34.23	2008933		2008934		2008935	34.23
2008938	112.77	2008939	32.24	2008940	31.46	2008942	79.43	2008943	
2008944		2008945		2008946		2008947	105.94	2008948	
2008949	105.94	2008954		2008955	79.01	2008956	79.01	2008961	
2008962	118.87	2008963	118.87	2008964		2008965	56.14	2008967	0.14
2008968		2008973	13.74	2008974	36.32	2008975	232.57	2008977	
2008978	115.79	2008979		2008983		2008984	96.46	2008985	41.90
2008986	41.90	2008988	95.23	2008989		2008990		2008992	122.14
2008993		2008994		2008995	0.54	2008996	0.09	2008998	38.44
2009002	64.07	2009003	57.62	2009004	124.90	2009005		2009015	
2009019		2009020	130.97	2009021	130.97	2009022		2009023	115.41
2009025	483.96	2009026		2009043	83.38	2009044	0.00	2009045	36.57
2009047		2009048	83.00	2009049	0.00	2009050	83.62	2009051	75.38
2009052		2009053		2009054		2009055	70.69	2009057	154.89
2009065	7.51	2009067	62.10	2009069	22.25	2009072	138.06	2009082	
2009083	137.92	2009084	20.00	2009085	7.97	2009086	0.07	2009087	44.29
2009088		2009089	90.69	2009090	90.69	2009091		2009093	
2009094		2009095	111.08	2009096		2009104	92.82	2009105	71.72
2009106		2009107		2009108	129.08	2009110	0.00	2009111	
2009112		2009113	0.00	2009114	107.54	2009115		2009118	0.00
2009120	130.22	2009121	219.48	2009122		2009123	0.00	2009131	
2009132		2009133		2009134		2009135		2009136	209.98
2009137		2009139		2009140	77.55	2009141	88.90	2009142	

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2009143		2009144		2009145		2009146	73.58	2009147	114.53
2009148		2009150		2009151		2009153		2009154	108.43
2009157	143.03	2009158	132.47	2009163	10.25	2009164		2009165	
2009166		2009167	140.86	2009171	77.23	2009172	43.21	2009173	77.23
2009196	57.63	2009197		2009199	133.32	2009200		2009205	105.93
2009206	0.20	2009207	80.74	2009208	92.90	2009209	80.74	2009210	92.90
2009211		2009212	97.44	2009213	0.00	2009214		2009216	188.60
2009217	242.05	2009218		2009219	113.94	2009220	113.94	2009221	2.85
2009222	50.84	2009223	99.45	2009224		2009228	116.64	2009229	
2009230	61.84	2009231	116.64	2009233		2009234	429.18	2009235	339.14
2009237	102.88	2009241		2009242		2009243	0.00	2009245	85.80
2009246	108.35	2009247	180.01	2009249	5.25	2009250		2009251	
2009255	45.01	2009256		2009257		2009262		2009266	112.83
2009267		2009269	117.73	2009270	68.69	2009271	15.90	2009274	68.22
2009275	53.39	2009276	40.10	2009277	76.12	2009292	132.03	2009295	
2009296		2009297		2009300	99.74	2009301	102.42	2009302	
2009303		2009304		2009305	126.41	2009306	36.18	2009310	113.85
2009311		2009313	64.81	2009314	81.75	2009315	321.28	2009342	52.72
2009348	231.54	2009353		2009355		2009356	108.63	2009357	108.63
2009364	41.98	2009365	44.48	2009373		2009374	20.81	2009375	
2009378	58.36	2009379	98.47	2009380	98.47	2009381		2009403	132.20
2009404	91.43	2009405		2009406		2009414	37.35	2009415	37.35
2009416	37.35	2009417	37.35	2009418	27.07	2009419		2009424	27.07
2009425		2009428	101.48	2009451		2009452	113.45	2009456	
2009457	31.37	2009458	39.33	2009460	0.00	2009461	0.00	2009462	

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2009463	110.51	2009464	295.45	2009465	108.85	2009466		2009467	0.00
2009468	173.07	2009469		2009470		2009471	105.71	2009472	130.42
2009476	0.00	2009477	50.04	2009478	103.91	2009486		2009487	69.99
2009499		2009503	90.67	2009509		2009511		2009515	
2009517	98.17	2009521		2009522	0.00	2009523	35.39	2009525	
2009526	0.98	2009532	67.28	2009533		2009536	136.18	2009537	119.97
2009538		2009539	89.69	2009541	146.88	2009542	104.89	2009544	6.17
2009546		2009547		2009549	249.80	2009550	124.80	2009563	
2009564		2009565		2009567	208.07	2009570		2009571	
2009572	47.65	2009573	130.66	2009574	99.38	2009576	50.94	2009577	165.16
2009578		2009587	88.39	2009588	106.65	2009603		2009604	
2009605	69.53	2009606	85.96	2009609	82.37	2009617	0.00	2009655	
2009657		2009668		2009681	155.61	2009686	108.46	2009688	79.43
2009698	55.44	2009699		2009700		2009701	98.10	2009702	101.81
2009703	109.76	2009704		2009705	118.90	2009719		2009720	
2009721	117.46	2009724		2009739	115.98	2009741	125.57	2009742	
2009743	86.71	2009744		2009754	111.89	2009755		2009770	
2009771	163.35	2009788	136.18	2009795	38.51	2009798		2009799	9.09
2009800	82.01	2009801		2009804	0.09	2009816	96.13	2009817	
2009818	114.24	2009819	206.96	2009820		2009821		2009823	
2009824		2009825		2009826		2009831		2009833	
2009834	118.65	2009835	0.00	2009836	0.00	2009846	154.96	2009864	
2009865	0.82	2009866		2009867	0.06	2009876		2009905	141.44
2009906	141.29	2009928		2009932	82.89	2009933		2009934	78.96
2009935		2009940	25.80	2009944	2.11	2009945	170.92	2009946	16.60

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2009947	0.00	2009948	176.04	2009959		2009992		2009993	
2009999	0.15	2010005	139.34	2010006	156.79	2010007	110.59	2010008	101.51
2010009	121.43	2010010	0.00	2010011	0.00	2010013		2010014	119.59
2010015	114.21	2010016		2010017	101.37	2010018	112.75	2010019	110.56
2010020	110.56	2010025		2010045	41.80	2010046	102.96	2010047	41.84
2010057	103.51	2010088	101.35	2010089	122.12	2010090	100.78	2010110	132.44
2010111	125.88	2010112	128.52	2010117		2010118		2010119	
2010120	107.33	2010180	53.64	2010188	52.02	2010190		2010201	
2010209		2010210	86.17	2010213	163.89	2010216	56.52	2010217	
2010218	0.00	2010219	65.36	2010231		2010234		2010235	
2010236	109.84	2010237	171.17	2010240	13.89	2010245	0.00	2010246	
2010249	5.62	2010261		2010262	221.42	2010263	24.45	2010270	1.95
2010272	6.09	2010292	115.66	2010294		2010295	79.65	2010312	
2010314	89.00	2010328	0.00	2010329	0.00	2010330	0.00	2010334	0.00
2010335	67.46	2010340	9.33	2010353	73.50	2010354	328.62	2010355	
2010356		2010363	360.11	2010364		2010365		2010396	103.75
2010397	103.75	2010400	149.73	2010401	215.32	2010402	65.25	2010404	167.21
2010405	90.78	2010433	58.96	2010442	43.52	2010448	46.31	2010466	
2010499		2010500		2010510		2010521	20.10	2010543	107.53
2010544	107.53	2010546	49.19	2010547		2010548		2010549	86.32
2010550	178.30	2010558		2010559	18.09	2010560	18.09	2010561	78.55
2010568	74.21	2010587		2010590		2010597	5.39	2010618	290.06
2010619		2010622	101.33	2010628		2010629	76.09	2010648	
2010674		2010675		2010676	110.74	2010677	50.12	2010686	1.70
2010696	0.00	2010705	5.05	2010719	49.67	2010723	119.19	2010725	42.48

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2010732	94.53	2010754	37.08	2010755	84.54	2010786	0.00	2010787	
2010788	69.26	2010789	122.99	2010790	10.64	2010815		2010820	58.02
2010821	126.71	2010822	93.88	2010823	3.37	2010833		2010840	
2010843		2010846	112.28	2010847		2010853		2010854	107.75
2010855	107.75	2010878	91.43	2010881	64.70	2010888	80.53	2010903	81.24
2010904	50.43	2010906	61.54	2010919	66.02	2010929	48.34	2010930	
2010939	47.34	2010940	80.61	2010970	168.87	2010971	2.61	2010973	
2010974	114.15	2010985	184.54	2011003	37.15	2011004	12.68	2011005	1.28
2011006	114.95	2011007	0.00	2011008	120.50	2011009		2011012	0.03
2011020	105.43	2011021	67.46	2011039		2011052		2011053	
2011125	127.47	2011129	21.89	2011131	55.19	2011133	25.90	2011136	
2011137	59.86	2011142		2011156	15.00	2011157	106.00	2011158	42.16
2011159	40.17	2011160	41.38	2011161	15.00	2011162	43.44	2011163	69.03
2011173		2011180	0.00	2011199		2011200	67.63	2011201	0.17
2011217		2011220	62.11	2011221		2011222		2011272	
2011285		2011299	0.00	2011325	20.25	2011326	63.17	2011331	0.04
2011332		2011333	92.34	2011336	1.57	2011339	21.89	2011386	1.31
2011409		2011410	74.80	2011411	117.43	2011412	155.90	2011413	
2011414		2011422	152.01	2011423		2011424		2011425	76.05
2011426	54.15	2011455	0.00	2011457		2011458	90.63	2011459	90.70
2011472		2011559		2011569	0.98	2011570	57.90	2011580	49.60
2011581	51.10	2011588	5.43	2011589	35.95	2011592		2011597	3.36
2011598	35.95	2011605		2011606	92.53	2011608	63.43	2011609	63.43
2011621	96.46	2011632		2011634	157.17	2011640	116.51	2011676	
2011677	72.50	2011680		2011681		2011708	239.44	2011709	143.47

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2011713	1.28	2011719	0.07	2011720	6.66	2011725	0.00	2011742	508.70
2011759		2011796		2011797	0.00	2011798	48.26	2011799	
2011800		2011802		2011805		2011806		2011808	
2011809		2011810		2011816		2011817		2011818	94.98
2011820	1.02	2011821		2011822		2011877	0.00	2011878	251.49
2011879		2011880		2011895		2011896	44.94	2011897	108.74
2011900		2011913	300.08	2011923	33.00	2011924		2011925	34.00
2011926	106.13	2011928		2011939		2011944	41.95	2011945	41.95
2011981	0.46	2011982		2011983	117.07	2012001		2012002	
2012011	1.34	2012026	0.01	2012030	68.77	2012031	533.83	2012032	101.41
2012033	68.77	2012045	252.75	2012046		2012047		2012100	111.90
2012101		2012103	103.74	2012143	102.50	2012144		2012154	
2012155	87.96	2012156		2012157	99.23	2012158		2012163	117.55
2012164		2012166	117.55	2012184	121.56	2012187	86.11	2012188	
2012189	88.49	2012223	60.28	2012226	96.65	2012227		2012228	107.27
2012229	107.23	2012249	91.16	2012250	91.16	2012267	66.58	2012289	
2012290	57.09	2012291	106.24	2012292		2012293	81.57	2012294	81.57
2012295	99.19	2012296	81.31	2012297	81.31	2012298	131.67	2012299	171.93
2012300	89.96	2012314		2012348	101.84	2012349	125.76	2012373	15.63
2012374	604.43	2012375	60.67	2012376	382.90	2012377	186.91	2012378	167.54
2012379		2012380	34.21	2012381		2012382	83.83	2012408	17.01
2012418	0.00	2012437	119.32	2012438		2012446	98.19	2012447	
2012448	89.71	2012449	35.51	2012450	216.82	2012451	102.50	2012453	0.00
2012461	0.07	2012462		2012463		2012524	55.52	2012525	
2012530	84.35	2012537	0.00	2012539	239.52	2012540	28.84	2012541	33.75

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2012587	115.18	2012588	101.88	2012589		2012597		2012598	51.01
2012599	111.62	2012600	53.87	2012601	43.22	2012602	111.62	2012608	
2012609	97.08	2012610		2012611	97.08	2012628		2012636	
2012637	97.64	2012638	97.64	2012640	41.74	2012641	78.54	2012643	127.00
2012645		2012647	0.00	2012648	0.00	2012665	57.97	2012666	0.11
2012667		2012668	202.62	2012669		2012670		2012671	6.65
2012672	62.59	2012673	62.59	2012676	70.56	2012679		2012699	
2012887		2012920	2.00	2012935	0.26	2013052	69.47	2013164	136.71
2013185		2013186		2013187		2013188	16.14	2013241	
2013242		2013249	196.92	2013252	47.62	2013253		2013254	76.91
2013267	94.22	2013306	106.23	2013308	129.33	2013311	108.53	2013316	64.17
2013319	54.88	2013321		2013322	118.06	2013323		2013328	106.47
2013329	95.23	2013330		2013331	55.55	2013332	1.01	2013339	222.22
2013340	50.51	2013341	53.01	2013342	0.13	2013344	137.08	2013345	107.23
2013346	107.27	2013347	69.84	2013350	144.22	2013351	144.22	2013363	30.96
2013364	117.73	2013365	290.12	2013366	41.45	2013373		2013375	122.46
2013377	0.00	2013380	1.50	2013381	24.49	2013382	119.97	2013388	111.21
2013389	64.81	2013390	115.41	2013406	132.32	2013410	87.96	2013411	99.23
2013415	107.65	2013416	116.10	2013418	57.15	2013432	221.34	2013440	116.14
2013441	93.63	2013442		2013443	121.83	2013444	36.01	2013445	0.00
2013447	152.11	2013448	66.07	2013449	100.25	2013450	196.03	2013451	171.00
2013457	32.66	2013461	146.53	2013462	110.79	2013464	0.00	2013465	2.08
2013466	0.00	2013505	164.79	2013506	56.14	2013508	95.33	2013510	44.94
2013511	73.58	2013512	67.98	2013513	102.26	2013514	117.07	2013517	281.66
2013518	44.15	2013520		2013522	22.00	2013524	72.11	2013525	

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2013526	62.10	2013527	41.74	2013528	72.92	2013529	83.78	2013530	66.63
2013531	78.18	2013532	37.84	2013533	63.70	2013534	67.18	2013535	54.02
2013536	53.52	2013537	157.26	2013538	288.40	2013539	138.31	2013541	152.78
2013542	207.97	2013543	101.88	2013544	106.65	2013547	53.25	2013548	0.00
2013549	51.01	2013550	107.51	2013551	0.00	2013552	103.51	2013553	108.46
2013554	27.13	2013555	71.52	2013556	73.50	2013557	85.07	2013559	6.95
2013561	132.17	2013563	108.31	2013567	85.96	2013568	36.14	2013569	108.85
2013570	116.78	2013572	57.75	2013573	66.66	2013574	68.03	2013575	68.03
2013576	194.87	2013577	25.80	2013579	79.65	2013581	79.74	2013582	222.51
2013584	111.29	2013585	34.62	2013586	75.38	2013587	190.98	2013588	209.75
2013594	106.79	2013596		2013597	164.10	2013599		2013606	0.00
2013607	8.01	2013610	51.94	2013612	49.07	2013613	59.84	2013614	67.70
2013615	62.11	2013616	24.45	2013618		2013622	32.95	2013623	44.56
2013624	0.00	2013625	0.00	2013626	106.13	2013627	115.98	2013628	86.24
2013629	139.80	2013630	139.80	2013631	28.85	2013632	2.75	2013633	25.55
2013635	85.80	2013637	72.26	2013638	55.95	2013639	85.83	2013640	15.20
2013641	55.95	2013642	61.98	2013643	61.98	2013644	49.70	2013645	51.90
2013653	70.56	2013654	13.81	2013656	0.00	2013657	82.28	2013658	41.27
2013663		2013664	79.03	2013665	108.82	2013668	141.44	2013669	40.57
2013670	29.17	2013671	66.63	2013672	53.52	2013673	72.50	2013674	72.92
2013675	83.78	2013676	78.18	2013677	37.84	2013678	63.70	2013679	67.18
2013680	52.43	2013683	68.34	2013684	50.04	2013685	47.37	2013686	89.90
2013688	127.00	2013690	303.20	2013692	90.07	2013693	0.00	2013694	83.38
2013695	111.78	2013699	41.32	2013701	166.35	2013705	93.60	2013706	108.15
2013708	121.55	2013711	29.17	2013712	53.62	2013713	48.83	2013714	28.68

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2013715	51.19	2013719	2.09	2013720	6.72	2013721	61.58	2013722	46.18
2013724	53.92	2013725	53.92	2013728	0.05	2013730	35.07	2013731	56.69
2013734	74.64	2013744	0.00	2013745	0.00	2013746	60.19	2013747	47.62
2013748	58.08	2013749	49.16	2013750	5.00	2013751	54.82	2013752	40.17
2013753	59.56	2013754	42.16	2013755	59.41	2013756	140.94	2013760	47.39
2013761	0.28	2013762	131.67	2013774	80.61	2013775	1.25	2013779	209.66
2013780	173.71	2013781	133.61	2013782	81.24	2013784	0.00	2013787	0.37
2013788	0.36	2013789	108.74	2013790	0.05	2013791	239.66	2013795	69.10
2013796	1.55	2013797	193.22	2013798	91.01	2013800	193.93	2013801	114.19
2013802	0.70	2013803	112.32	2013804	86.73	2013805	29.82	2013806	29.82
2013807	29.82	2013808	29.82	2013809	53.57	2013810	53.57	2013811	29.99
2013812	29.99	2013813	30.90	2013814	17.53	2013815	2.05	2013817	88.08
2013819	27.99	2013820	90.52	2013821	59.42	2013822	59.42	2013823	34.79
2013824	27.99	2013826	86.11	2013827	53.46	2013829	68.93	2013830	95.44
2013831	0.00	2013832	0.32	2013833	0.00	2013836	64.70	2013837	74.35
2013838	38.44	2013839	17.57	2013840	25.55	2013841	70.86	2013842	73.30
2013843	70.69	2013845	94.14	2013847	85.44	2013848	78.73	2013850	37.38
2013851	37.38	2013852	42.79	2013853	42.79	2013854	44.08	2013855	109.59
2013856	132.08	2013858	0.00	2013859	203.45	2013860	53.27	2013862	68.44
2013863	47.82	2013864	47.82	2013866	165.79	2013867	0.28	2013868	43.43
2013873	61.49	2013874	61.49	2013875	100.49	2013877	0.11	2013878	
2013879	49.78	2013880	49.78	2013881	51.29	2013882	87.62	2013884	0.00
2013886	105.87	2013887	20.00	2013888	137.92	2013890	172.18	2013891	108.53
2013892	71.17	2013893	108.51	2013894		2013895	112.83	2013896	77.37
2013902		2013905	51.90	2013906		2013907	191.27	2013908	

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2013909	30.49	2013910		2013911		2013912		2013913	132.32
2013914	111.98	2013915	126.41	2013916	192.79	2013925	82.26	2013927	1.35
2013928	250.90	2013929	114.50	2013931	113.45	2013932	47.34	2013934	0.00
2013935	0.00	2013937	67.00	2013938	100.30	2013941		2013943	38.67
2013944	33.88	2013945		2013946	13.22	2013947	44.92	2013948	15.08
2013949	115.64	2013950	56.60	2013952	39.99	2013953	6.05	2013954	44.39
2013955		2013956		2013957	34.47	2013958	115.64	2013959	61.43
2013960	49.70	2013962		2013965	65.10	2013966	35.39	2013967	115.18
2013969	75.25	2013970	73.04	2013974	81.07	2013975	37.95	2013977	35.39
2013982	49.01	2013983	50.94	2013986	34.46	2013987		2013994	129.96
2013995	101.32	2013996	69.39	2013997	185.44	2013998	95.96	2013999	
2014000	0.00	2014001	114.15	2014002	91.84	2014003	293.59	2014004	210.73
2014005	104.18	2014007		2014012	87.89	2014013	29.80	2014014	29.80
2014015	86.42	2014016	30.71	2014017	42.06	2014018	155.90	2014019	99.49
2014020	0.00	2014021	53.39	2014022	85.02	2014023	68.02	2014024	44.53
2014025	18.59	2014026	83.62	2014027	0.00	2014028	41.77	2014029	0.81
2014030	221.59	2014032	213.77	2014033	112.32	2014034	87.62	2014035	0.67
2014036	102.26	2014037	102.26	2014038	1.77	2014041	72.01	2014042	0.00
2014043	94.22	2014044	45.01	2014045		2014046		2014047	64.94
2014048	33.04	2014049	33.26	2014050	80.84	2014051	39.17	2014052	38.02
2014054		2014055	92.55	2014057	48.34	2014058	92.82	2014059	129.08
2014060		2014061	0.00	2014080	0.00	2014081	0.00	2014082	0.00
2014083	0.00	2014084	0.00	2014085	0.00	2014086		2014087	
2014088		2014090	0.43	2014091		2014092		2014093	
2014100	1.85	2014102	0.05	2014103	55.01	2014105	39.74	2014106	39.74

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2014107		2014110	0.63	2014112	0.52	2014116		2014117	
2014118	83.26	2014119	83.26	2014120		2014121		2014122	52.65
2014124	132.17	2014125	103.51	2014126	90.48	2014127	0.03	2014128	221.44
2014129	20.10	2014130	97.91	2014131	205.34	2014132	173.05	2014134	88.12
2014135	76.24	2014136	67.15	2014137	97.51	2014138	127.30	2014139	48.08
2014142	69.42	2014143	122.14	2014144	0.00	2014145	137.78	2014147	160.04
2014148	110.03	2014150	130.66	2014151	390.14	2014152	94.45	2014155	109.05
2014156	44.82	2014157	44.26	2014158	56.52	2014160	99.74	2014161	251.86
2014162	121.69	2014163	96.97	2014166	3.60	2014168	44.55	2014169	0.00
2014170	102.42	2014173	25.66	2014175	99.38	2014176	35.82	2014177	95.12
2014178		2014180	76.79	2014182	71.52	2014183	73.50	2014184	69.03
2014185	85.07	2014187	110.74	2014188	0.00	2014189	0.00	2014190	49.01
2014191	67.00	2014192	71.05	2014193	117.43	2014194	33.78	2014196	39.88
2014197	44.91	2014198	57.74	2014199	59.49	2014200		2014201	35.72
2014202	35.57	2014203		2014204	43.43	2014205	114.58	2014206	8.09
2014207	24.41	2014208		2014209	58.87	2014210	58.87	2014211	0.00
2014212	0.00	2014213	61.54	2014214	110.00	2014218		2014219	50.12
2014220	33.00	2014222	59.07	2014226	69.72	2014227	58.83	2014228	58.83
2014229	49.60	2014230	68.04	2014235	82.51	2014237	130.67	2014238	52.83
2014239	31.12	2014240	56.99	2014241	80.02	2014242	81.13	2014243	38.72
2014244	0.00	2014245	62.29	2014253	0.82	2014255	24.49	2014256	0.00
2014257	30.10	2014258	55.61	2014259	291.32	2014261	42.57	2014262	41.32
2014263	71.50	2014264	0.00	2014265	0.00	2014266	0.00	2014267	0.00
2014268	0.00	2014270	0.00	2014271	31.42	2014273	0.00	2014274	
2014275	0.00	2014276	53.73	2014278	235.97	2014279	293.87	2014280	146.54

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2014281	201.35	2014282	215.87	2014283	290.98	2014286	111.89	2014287	44.26
2014288	0.00	2014289		2014290	0.00	2014291	101.84	2014292	111.82
2014293	76.09	2014294	101.33	2014296	85.38	2014297	88.40	2014298	107.51
2014299	49.35	2014300	106.24	2014303	38.02	2014305	58.08	2014309	0.00
2014311		2014316		2014318	0.00	2014319	8.92	2014320	0.63
2014326	38.02	2014330	0.78	2014333		2014334	93.26	2014335	54.93
2014336	141.04	2014337	76.79	2014338	50.84	2014341	133.88	2014343	124.10
2014346	61.56	2014347		2014348	5.25	2014351	111.21	2014352	121.56
2014353	96.45	2014355	39.15	2014359	220.63	2014365		2014366	
2014368		2014377		2014382	117.04	2014383	0.00	2014384	1.57
2014385	0.66	2014387	0.64	2014401		2014434	0.09	2014438	
2014445	0.26	2014452		2014453	119.59	2014454	77.63	2014456	69.99
2014457		2014458	105.71	2014459	277.89	2014460	138.31	2014461	8.96
2014466	0.00	2014473		2014474		2014477	55.76	2014478	62.63
2014480	123.70	2014481	54.93	2014483		2014484		2014485	6.45
2014487	0.38	2014488	212.79	2014490	35.96	2014494	16.15	2014495	2.73
2014500	196.42	2014502	0.05	2014503	51.49	2014504	51.74	2014505	54.48
2014506	59.34	2014507	50.77	2014508	56.07	2014509	0.00	2014511	74.26
2014512	0.42	2014520	0.00	2014521	8.14	2014523	36.93	2014524	15.54
2014527	78.96	2014528	92.28	2014530	41.21	2014531	86.05	2014532	95.36
2014535	0.00	2014537	0.12	2014538	85.27	2014543	41.85	2014544	0.70
2014548	73.86	2014549	83.60	2014550	157.26	2014551	102.85	2014552	70.86
2014554	0.07	2014555	55.45	2014556	0.77	2014557	0.13	2014559	20.48
2014560	1.21	2014561	1.56	2014562	0.68	2014563	2.78	2014564	30.74
2014565		2014567	31.28	2014574	109.70	2014575	0.00	2014576	0.91

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2014577	0.41	2014578	0.81	2014579	5.35	2014583	0.00	2014591	0.08
2014593	0.93	2014596	0.17	2014597		2014598	0.03	2014602	0.08
2014603	107.10	2014607	0.19	2014610	5.19	2014612	97.89	2014613	0.55
2014615	0.57	2014619		2014627	101.37	2014629	89.21	2014630	0.72
2014631	88.28	2014632		2014633	22.02	2014634	125.76	2014635	0.00
2014639		2014640		2014641		2014642	0.07	2014644	
2014645		2014655		2014656		2014658		2014659	
2014660		2014661		2014662		2014663		2014664	
2014665		2014666		2014667		2014671		2705000	76.79
2705004	0.00	2705006	43.65	2705007		2705008	112.48	2705010	131.60
2705011	108.26	2705012	401.35	2705014		2705015	153.88	2705016	84.09
2705017		2705018	214.14	2705019		2705020		2705021	
2705022	109.85	2705039	115.65	2705042	117.98	2705044	33.43	2705045	79.51
2705047	86.76	2705048	113.99	2705049	71.85	2705050	105.94	2705052	46.47
2705053	76.79	2705054		2705055	86.76	2705056	113.99	2705057	74.03
2705058	105.94	2705059	46.47	2705060	79.51	2705061	53.51	2705063	
2705065	194.35	2705066	109.85	2705067		2705068	0.00	2705069	
2705070	0.00	2705073		2705074	112.80	2705075	80.04	2705076	69.69
2705077	84.18	2705078	162.94	2705079	117.98	2705080	54.38	2705082	49.48
2705083		2705084	109.65	2705085	119.39	2705086	119.39	2705087	83.18
2705088	83.18	2705089	94.69	2705090	94.69	2705091	47.92	2705092	47.92
2705093	132.34	2705094	132.34	2705095	90.49	2705096	90.49	2705097	111.79
2705098	111.79	2705099	61.44	2705100	94.58	2705101	80.04	2705102	149.46
2705103	0.04	2705104	0.00	2705105	149.46	2705106	52.08	2705107	0.00
2705108	0.00	2705109	0.00	2705110	6.20	2705111	135.12	2705112	97.18

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2705113	135.12	2705114	80.54	2705115	131.43	2705116	127.77	2705117	127.77
2705118	98.86	2705120	56.57	2705122	142.55	2705124	123.17	2705126	
2705127		2705128	101.63	2705129	188.43	2705130	17.60	2705131	107.55
2705132	175.60	2705133	164.33	2705134	174.23	2705135	101.97	2705136	182.62
2705137	69.18	2705138	162.10	2705139	52.04	2705140	52.04	2705141	
2705143	116.19	2705147	69.77	2705148	69.77	2705149	0.00	2705150	0.00
2705151	97.73	2705152	38.60	2705153		2705154	145.05	2705155	
2705156	131.60	2705157		2705158	88.30	2705159	88.30	2705160	114.87
2705161	126.10	2705162	126.10	2705163		2705164	170.09	2705165	16.29
2705166	112.49	2705167	98.34	2705168	128.25	2705169	0.05	2705170	0.05
2705171	0.52	2705172	220.08	2705173	128.25	2705174	231.79	2705175	1.12
2705176	69.65	2705177		2705178	103.28	2705179		2705180	121.62
2705181	121.62	2705182	112.86	2705183		2705184	0.00	2705185	0.00
2705186		2705188	166.03	2705189		2705190	114.13	2705191	
2705192	137.54	2705193	137.54	2705194	120.08	2705195	120.08	2705196	112.04
2705197	20.43	2705198	115.25	2705199	115.25	2705200	130.54	2705201	130.54
2705202	0.05	2705203	147.00	2705204	0.05	2705205	271.56	2705206	81.85
2705207	73.19	2705208	141.22	2705209	141.22	2705210	0.04	2705211	
2705213	118.90	2705214		2705215	100.36	2705216	0.70	2705217	116.19
2705218	116.64	2705221		2705222	110.20	2705223	105.77	2705224	0.00
2705225	0.00	2705227	279.50	2705228	238.12	2705229	75.01	2705230	128.02
2705231	166.81	2705232	0.00	2705233	244.75	2705234	386.58	2705235	400.69
2705238	381.65	2705239	27.57	2705240	0.00	2705241	6.99	2705243	10.92
2705244	61.80	2705245	260.81	2705246		2705247	131.73	2705248	
2705249	475.63	2705250	149.21	2705251	137.85	2705252	0.04	2705253	242.17

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2705254	17.63	2705256	46.65	2705257	341.78	2705258	132.78	2705259	0.00
2705275	35.89	2705276	222.84	2705282	182.38	2705283	195.22	2705284	162.06
2705285		2705286	0.00	2705287	70.76	2705288		2705289	132.22
2705290	195.13	2705291	174.41	2705292	122.09	2705293	0.00	2705297	134.38
2705298	11.99	2705299	145.97	2705300	166.72	2705301	141.66	2705305	6.35
2705306	181.11	2705307	0.00	2705308	34.86	2705309	122.35	2705310	
2705311	80.41	2705312	103.56	2705313	257.29	2705314	69.02	2705317	
2705318	0.00	2705319	46.70	2705320		2705321	131.80	2705322	
2705323	132.25	2705324	59.21	2705326	139.98	2705327	0.00	2705328	0.00
2705329	116.80	2705330	100.38	2705332	320.60	2705333		2705334	180.21
2705335		2705336	172.66	2705337	211.00	2705338		2705339	
2705340	111.93	2705341		2705342	0.00	2705343	138.03	2705344	0.00
2705345		2705346		2705347		2705348	0.00	2705349	
2705350	91.31	2705351	126.45	2705352		2705353	80.64	2705354	78.27
2705355	114.21	2705356	0.00	2705357	88.30	2705359	13.70	2705360	0.00
2705361	40.85	2705362	60.98	2705363		2705364	368.33	2705365	65.32
2705366	425.74	2705367	47.54	2705368	33.77	2705369	202.14	2705370	114.21
2705371	95.77	2705372		2705373	0.00	2705374	274.06	2705375	
2705376		2705377	109.65	2705378	232.65	2705379	69.18	2705380	0.00
2705381		2705382	109.06	2705383	60.90	2705384		2705385	111.16
2705386	76.59	2705389		2705390		2705391		2705392	69.65
2705393	112.48	2705394	0.00	2705395	2.68	2705396	118.90	2705397	
2705398	39.13	2705399	39.13	2705400	97.73	2705402	122.31	2705403	
2705405		2705406	124.84	2705407	124.84	2705408		2705409	87.97
2705410	104.36	2705411		2705413	117.63	2705414	158.24	2705415	0.06

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2705416	113.79	2705417	113.79	2705418	120.69	2705420	61.58	2705421	
2705422	127.39	2705423		2705424		2705425		2705426	220.51
2705427	0.04	2705428	11.28	2705429		2705430	160.70	2705431	75.30
2705432	103.57	2705433	103.57	2705434		2705435		2705436	240.05
2705437		2705438	110.95	2705440	254.32	2705441	129.20	2705442	114.13
2705443	110.26	2705444	104.92	2705445	0.07	2705446		2705447	0.00
2705448		2705449	82.58	2705450		2705451	117.18	2705452	117.18
2705453	118.63	2705458	146.48	2705459	121.85	2705460	93.45	2705461	
2705462	108.28	2705463	76.75	2705464	76.75	2705465	0.00	2705466	
2705467	147.00	2705468	73.19	2705469	81.85	2705470	66.49	2705471	0.02
2705472	0.00	2705473	0.00	2705474	0.00	2705475	240.84	2705476	0.00
2705478	228.65	2705480	39.68	2705481	114.87	2705482	0.00	2705483	
2705484	112.20	2705485	119.49	2705486	81.50	2705487	88.64	2705488	83.45
2705489	75.36	2705490	73.82	2705491	0.66	2705492	77.72	2705494	863.27
2705495	121.99	2705496	77.07	2705497	113.63	2705498	0.00	2705499	70.07
2705500	52.33	2705501	53.20	2705502	76.86	2705503	75.88	2705504	78.23
2705505	105.26	2705506	105.26	2705507	57.95	2705508	78.31	2705509	68.14
2705513	99.07	2705515		2705516	97.41	2705517	0.00	2705519	
2705520	124.95	2705522	88.04	2705523		2705525		2705526	63.09
2705527	63.09	2705528	72.48	2705529	72.48	2705530	76.74	2705531	107.97
2705532		2705533	251.42	2705534	109.71	2705536	67.71	2705537	118.75
2705539	107.82	2705540	108.28	2705541		2705542	160.70	2705543	256.64
2705544		2705545	95.77	2705546		2705547	60.84	2705548	0.00
2705558	78.27	2705559	153.88	2705565	117.06	2705566	160.44	2705567	2.85
2705568	9.82	2705569	0.25	2705570	92.95	2705571	117.32	2705572	248.38

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2705573	121.00	2705574	191.70	2705575	76.41	2705577		2705578	79.12
2705579	109.71	2705584		2705589		2705590		2705591	
2705593	112.79	2705594		2705644		2705645	143.16	2705647	
2705648		2705649		2705651	61.23	2705659	92.17	2705660	
2705668		2705669	110.26	2705670	0.00	2705672	119.07	2705681	433.08
2705709	132.61	2705711	100.36	2705712	68.31	2705713		2705714	2.08
2705715		2705716	122.31	2705717	115.65	2705718		2705719	89.92
2705728		2705733	0.62	2705734	0.04	2705735		2705741	70.03
2705742	0.00	2705743	1.93	2705744	0.00	2705745	274.71	2705747	79.89
2705754	131.71	2705755	66.49	2705756	131.56	2705761	148.41	2705788	107.82
2705790		2705797	95.62	2705798		2705799	84.18	2705800	
2705805	97.73	2705830		2705846		2705848	0.57	2705850	
2705853		2705873	116.64	2705906		2705907	125.72	2705908	68.50
2705932	0.00	2706008	103.28	2706009	0.04	2706014	0.00	2706015	
2706016	76.59	2706017	111.16	2706025	25.89	2706026		2706031	
2706042	71.85	2706043		2706044		2706045		2706046	
2706071		2706079		2706114	0.00	2706115		2706116	177.03
2706118	73.33	2706127	236.74	2706128	104.92	2706133	214.80	2706134	112.86
2706135	84.00	2706136	92.17	2706141	129.90	2706142	118.63	2706143	95.14
2706144	95.12	2706145	172.66	2706146	90.95	2706147	49.48	2706148	
2706150	58.70	2706151	95.12	2706152	95.00	2706154	119.49	2706155	87.67
2706156	87.67	2706157	97.20	2706159	0.00	2706160	166.14	2706164	81.50
2706165	76.41	2706166	75.88	2706167	78.23	2706168	76.86	2706169	53.20
2706170	88.04	2706171	88.64	2706172	83.45	2706173	75.36	2706174	0.28
2706175	202.49	2706176		2706177	87.97	2706178	104.36	2706179	120.69

WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>	WDID	<u>acft 2023</u>
2706183	0.30	2706184	121.99	2706185	120.37	2706186	121.00	2706187	77.07
2706188	119.64	2706189	67.71	2706190	113.63	2706191	97.52	2706192	181.84
2706193	100.34	2706194	0.00	2706195	0.00	2706196		2706197	81.40
2706198	81.40	2706199	81.02	2706200	81.02	2706201	81.88	2706202	81.88
2706203	54.36	2706204	54.36	2706206	70.03	2706207	100.20	2706208	194.48
2706209		2706212	86.24	2706213	101.63	2706214	184.37	2706216	60.64
2706217	119.07	2706218	0.00	2706222	82.58	2706223	105.77	2706224	112.79
2706225	52.33	2706226	70.07	2706227	78.31	2706228	112.80	2706229	57.95
2706232	107.97	2706233	68.14	2706234	76.74	2706235	63.27	2706236	204.51
2706237	0.00	2706239	181.11	2706240	92.95	2706241	117.06	2706243	206.30
2706244	138.03	2706246		2706247		2706248	91.31	2706249	106.51
2706250	126.45	2706251	111.93	2706253		2706254	161.64	2706255	119.53
2706256	243.30	2706257	127.47	2706258	0.00	2706259	107.55	2706260	82.79
2706261	191.20	2706262	187.82	2706263	84.00	2706264	109.06	2706265	79.09
2706266	0.06	2706267	229.50	2706268	158.24	2706269	0.04	2706270	127.39
2706271	95.62	2706272	100.11	2706273	60.90	2706276	89.92	2706277	79.89
2706279	208.14	2706280	144.56	2706281	0.00	2706282	117.63	2706284	97.18
2706285	0.00	2706286	93.45	2706287	0.00	2706288	125.72	2706289	0.00
2706290	69.69	2706295	5.74	2706296	121.85	2706297	146.48	2706298	131.56
2706322	216.12	2706323		2706324	82.79	2706325	119.64	2706331	47.88
2706332	97.41	2706339	79.49	2706340		2706341	1.89	2706342	160.44
2706343		2706344	0.00	2706345	50.22	2706346		2706347	2.50
2706348		2706350	97.73	2706351	65.26	2706352		2706354	
2706355		2706356		2706357		2706358		2706359	
2706360		3505052	1.55	3505053	0.00	3505620	4.23		

3614 Total Number of Wells

Notes:

27 wells were contracted into Subdistrict No. 1 in 2024.

27 wells were added to 2023 Subdistrict Well List in 2024.

3 wells from 2023 Subdistrict Well List were removed from the List in 2024.

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

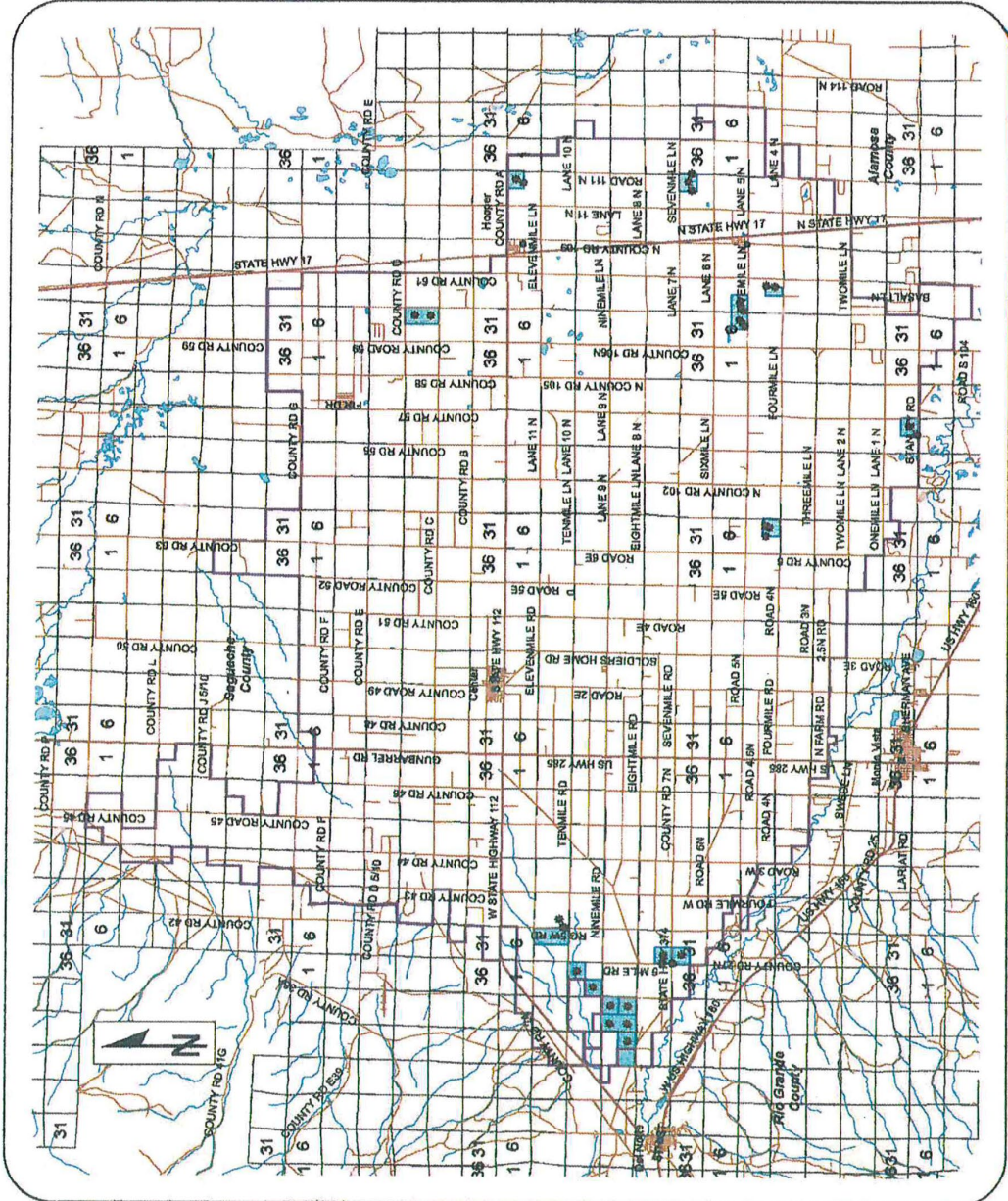
SPECIAL SUBDISTRICT NO. 1

Wells Associated with
Augmentation & Other Plans

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



Prepared 1/15/2013



Description of Court Approved Augmentation Plans

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case No. 99CW25, Application of James Bradley

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case No. 89CW45, Application of Monte Vista PCA

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

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

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

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

Case No. 96CW5, Application of George Kirkpatrick

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

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

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

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

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

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

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

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

Case No. W-3847, Application of Gary Seger

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

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

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

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

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

11.0 HYDRAULIC DIVIDE

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

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

APPENDIX C
DWR Forecasts and NRCS Forecast

RIO GRANDE COMPACT
April 5, 2024 Analysis (NRCS 50% exceedence)
Closed Basin Project Split: 60/40

RIO GRANDE BASIN

NRCS 4-3-2024 Forecast of
April - September Index
Flows = 445,000

J-M & O-D volume 85,000

Obligation = 137,200

Index Supply

January	8,600	*
February	9,600	*
March	13,400	*
April - September	445,000	forecast
October	27,400	estimate
November - December	26,000	estimate
Total	530,000	

Deliveries

Delivery Obligation

Req Deliv 69,000 14.6%
Total Index 472,400

January	10,000	*
February	11,600	*
March	13,700	*
April - October	69,000	needed
Nov - Dec native	27,000	estimate
Total	131,300	

Adjustments to the Delivery	Net Carryover Credit in E.B. Paper Credit SC Norton Drain Flow Remaining CBP Share	(1,000) estimate 5,000 (2,000) estimate 3,900 estimate
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Delivery Credit 137,200

Expected Dec. 31, 2024 Compact Delivery Status 0

- * = Actual measured flows (Deliveries include Closed Basin Project share)
- All values in acre-feet
- Assumes 60% of the Closed Basin Project flows are creditable to the Rio Grande (Projected delivery of creditable CBP production to the Rio Grande is 8,500 acre-feet)
- Assumes no recharge diversions after November 1, 2024
- Trinchera Creek flow to the Rio Grande will increase delivery

RIO GRANDE COMPACT
April 5, 2024 Analysis (NWS 50% exceedence)
Closed Basin Project Split: 60/40

CONEJOS RIVER BASIN

NWS 4-3-2024 Forecast of

April - September Index

Flows = 225,600

Index Supply

Conejos = 158,200

Los Pinos = 62,100

San Ant. = 5,300

J-M & O-D volume 29,400

Obligation = 78,400

January	2,500	*
February	3,000	*
March	4,500	estimate
April - September	225,600	forecast
October	10,900	estimate
November - December	8,500	estimate

Total 255,000

85% of long term average

Deliveries

Delivery Obligation

Required Delivery 47,000 19.9%

Native Index 236,500

January	3,300	*
February	4,000	*
March	5,800	estimate
April - October	47,000	needed
Nov - Dec native	8,700	estimate

Total 68,800

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

Delivery Credit 78,400

Expected Dec. 31, 2024 Compact Delivery Status 0

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

USDA NRCS National Water & Climate Center
 * - DATA CURRENT AS OF: April 03, 2024 02:46:45 PM
 - Based on April 01, 2024 forecast values

Northwestern Rio Grande in Colorado

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Grande at Thirty Mile Bridge (2)	APR-JUL	104	94	135	117	91	73	111
	APR-SEP	118	98	157	134	102	79	120
Rio Grande at Wagon Wheel Gap (2)	APR-SEP	320	103	435	365	280	225	310
SF Rio Grande at South Fork (2)	APR-SEP	105	94	136	117	94	78	112
Rio Grande nr Del Norte (2)	APR-SEP	445	93	605	505	385	310	480
Saguache Ck nr Saguache (2)	APR-SEP	41	146	58	48	35	27	28
Alamosa Ck ab Terrace Reservoir	APR-SEP	60	98	78	67	53	44	61
La Jara Ck nr Capulin	MAR-JUL	6.8	88	10.5	8.2	5.5	4.0	7.7
	APR-JUL	6.3	93	10.0	7.7	5.1	3.5	6.8
Platoro Reservoir Inflow (2)	APR-JUL	48	94	62	53	43	36	51
	APR-SEP	53	93	69	59	47	39	57
Conejos R nr Mogote (2)	APR-SEP	158	94	205	176	141	118	168
San Antonio R at Ortiz	APR-SEP	9.5	99	13.9	11.2	8.0	6.0	9.6
Los Pinos R nr Ortiz	APR-SEP	56	92	75	63	49	40	61
Rio Grande nr Lobatos	APR-JUL	110	92	178	137	83	42	119

Northeastern Rio Grande in Colorado

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Ute Ck nr Fort Garland	APR-SEP	9.5	84	13.8	11.1	8.0	6.0	11.3
Sangre de Cristo Ck (2)	APR-SEP	10.5	96	18.3	13.4	7.9	4.8	10.9
Trinchera Ck ab Turners Ranch	APR-SEP	9.2	89	13.6	10.9	7.7	5.6	10.3
Culebra Ck at San Luis (2)	APR-SEP	16.3	98	27	20	12.6	8.1	16.7
Costilla Reservoir Inflow (2)	MAR-JUL	8.1	79	12.5	9.8	6.6	4.7	10.3
	APR-JUL	7.2	75	11.6	8.9	5.7	3.8	9.6
Costilla Ck nr Costilla (2)	MAR-JUL	15.7	71	27	19.8	12.1	7.7	22

APR-JUL 14.7 67 26 18.8 11.1 6.7 22

Middle Sangre Mtns in New Mexico

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Red R bl Fish Hatchery nr Questa	MAR-JUL	24	77	34	28	20	16.0	31
	APR-JUL	21	75	31	25	17.5	13.0	28
Rio Hondo nr Valdez	MAR-JUL	16.7	111	24	19.3	14.4	11.2	15.1
	APR-JUL	16.0	113	23	18.6	13.6	10.5	14.2
Rio Lucero nr Arroyo Seco	MAR-JUL	9.8	97	13.8	11.4	8.4	6.5	10.1
	APR-JUL	9.4	101	13.4	10.9	8.0	6.1	9.3
Rio Pueblo de Taos nr Taos	MAR-JUL	15.9	127	22	18.4	13.6	10.6	12.5
	APR-JUL	14.6	125	21	17.1	12.3	9.3	11.7
Rio Pueblo de Taos bl Los Cordovas	MAR-JUL	29	138	52	38	22	13.0	21
	APR-JUL	27	153	50	35	19.7	11.0	17.7
Embudo Ck at Dixon	MAR-JUL	60	188	87	70	50	38	32
	APR-JUL	58	200	85	68	48	36	29
Santa Cruz R at Cundiyo	MAR-JUL	15.2	92	21	17.5	13.2	10.4	16.6
	APR-JUL	14.0	100	19.8	16.2	11.9	9.2	14.0
Nambe Falls Reservoir Inflow (2)	MAR-JUL	5.4	96	7.6	6.2	4.6	3.5	5.6
	APR-JUL	5.1	104	7.3	6.0	4.3	3.3	4.9
Tesuque Ck ab diversions	MAR-JUL	1.17	104	1.88	1.43	0.93	0.63	1.13
	APR-JUL	1.09	115	1.81	1.36	0.85	0.55	0.95
Santa Fe R nr Santa Fe (2)	MAR-JUL	3.9	118	5.3	4.4	3.3	2.7	3.3
	APR-JUL	3.6	124	5.1	4.2	3.1	2.4	2.9

El Vado, Jemez

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
El Vado Reservoir Inflow (2)	MAR-JUL	150	81	211	174	128	99	186
	APR-JUL	144	87	205	168	122	93	166
Jemez R nr Jemez	MAR-JUL	39	134	51	44	34	28	29
	APR-JUL	36	150	48	41	32	26	24
Jemez R bl Jemez Canyon Dam	MAR-JUL	30	136	44	35	25	18.3	22

APR-JUL	28	162	43	34	23	16.2	17.3
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Mainstem Routings

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Grande at Otowi Bridge (2)	MAR-JUL	400	71	577	467	337	257	565
	APR-JUL	355	76	530	420	295	215	470
Rio Grande at San Marcial	MAR-JUL	220	64	409	299	144	31	345
	APR-JUL	186	66	375	265	109	-3.4	280

Pecos

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Pecos R nr Pecos	MAR-JUL	52	98	74	60	44	33	53
	APR-JUL	49	100	72	58	41	31	49
Pecos R nr Anton Chico	MAR-JUL	51	96	87	64	39	25	53
	APR-JUL	47	107	84	61	35	21	44
Gallinas Ck nr Montezuma	MAR-JUL	7.6	95	13.5	9.8	5.8	3.6	8.0
	APR-JUL	6.4	98	12.3	8.6	4.5	2.4	6.5
Pecos R ab Santa Rosa Lk	MAR-JUL	38	93	70	50	28	16.0	41
	APR-JUL	38	109	70	50	28	15.8	35

Ruidoso and Mimbres

Forecast Point	period	50% (KAF)	% of med	max (KAF)	30% (KAF)	70% (KAF)	min (KAF)	30-yr med
Rio Ruidoso at Hollywood	MAR-JUN	2.6	76	4.2	3.2	2.1	1.51	3.4
	APR-JUN	1.81	70	3.4	2.4	1.31	0.72	2.6
Mimbres R at Mimbres	APR-MAY	0.88	77	2.1	1.30	0.54	0.190	1.14

Max (10%), 30%, 50%, 70% and Min (90%) chance that actual volume will exceed forecast.

Medians are for the 1991-2020 period.

All volumes are in thousands of acre-feet.

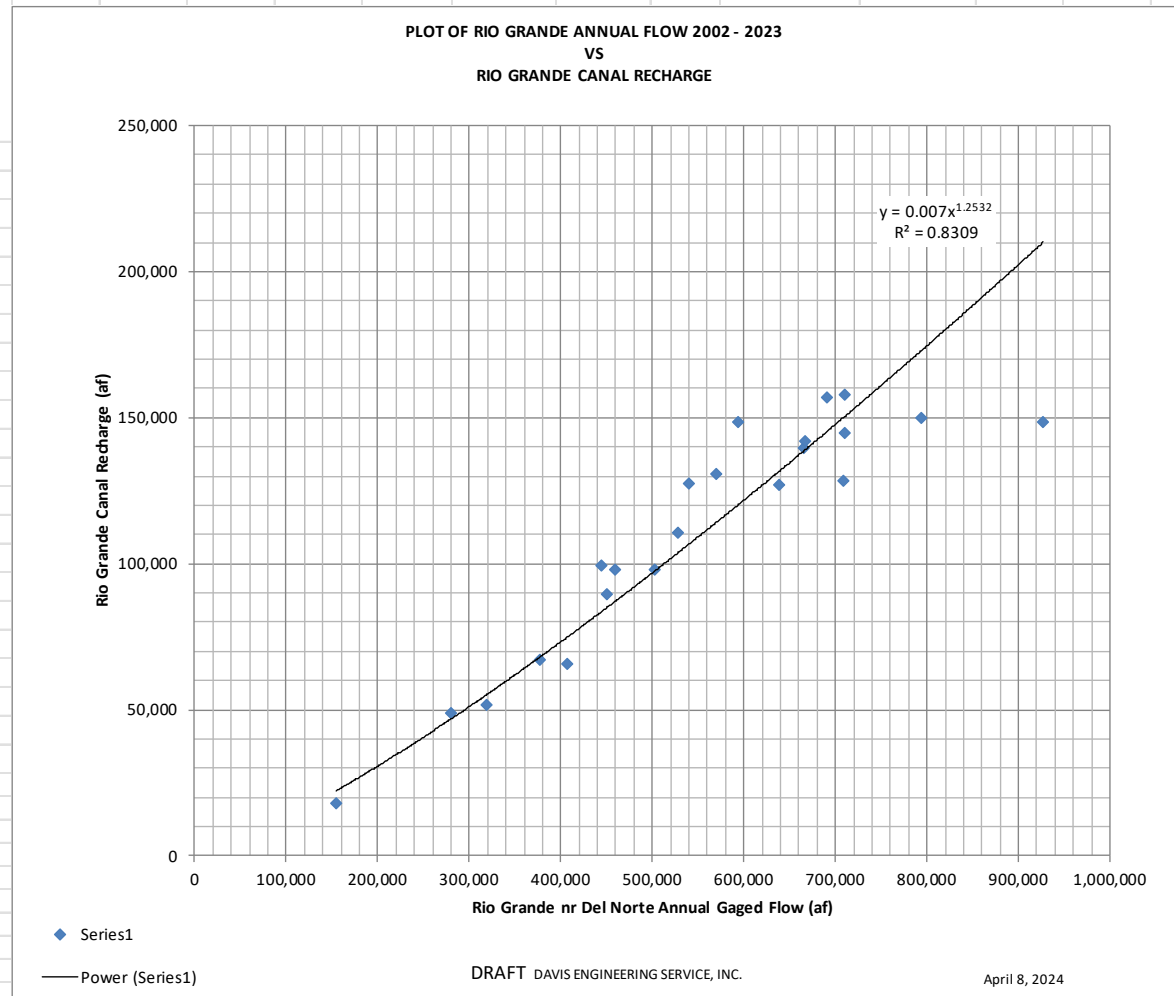
footnotes:

- 1) Max and Min are 5% and 95% chance that actual volume will exceed forecast
- 2) streamflow is adjusted for upstream storage

APPENDIX D

Projected Recharge Credits

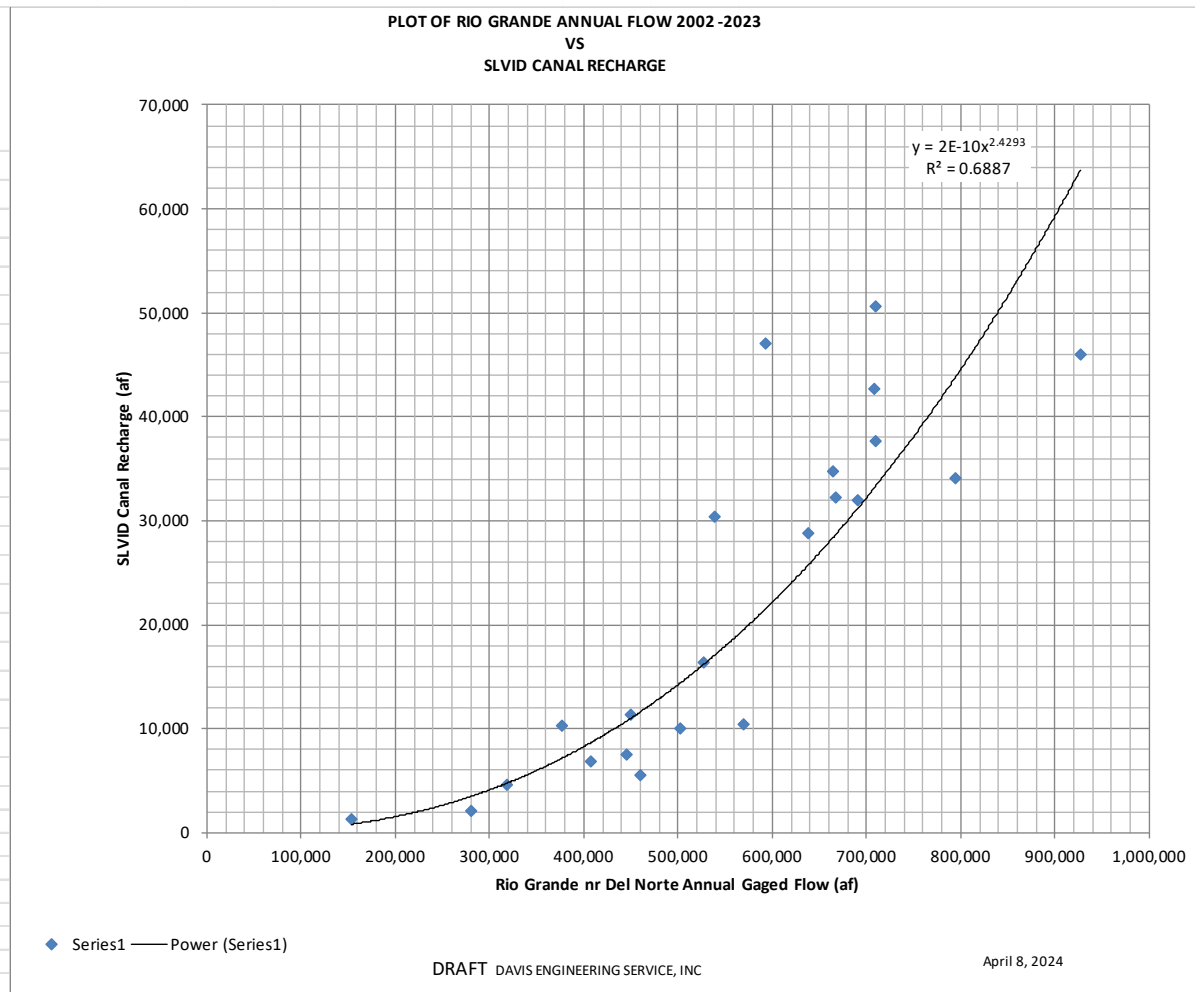
Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Rio Grande Canal (af)
2002	154156	18152
2003	319207	51556
2004	527758	110660
2005	793751	149727
2006	570183	130720
2007	710158	157807
2008	710073	144829
2009	593074	148446
2010	539367	127687
2011	502740	98189
2012	406900	65632
2013	459700	97803
2014	638700	126863
2015	665100	139577
2016	667300	141754
2017	690300	156872
2018	280400	49100
2019	927000	148536
2020	377300	67137
2021	450000	89530
2022	445000	99203
2023	708100	128191



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

x = 2024 Forecast Rio Grande Flow = 530,000 af
y = 0.007(530,000)^{1.2532} = 104,414.44 af

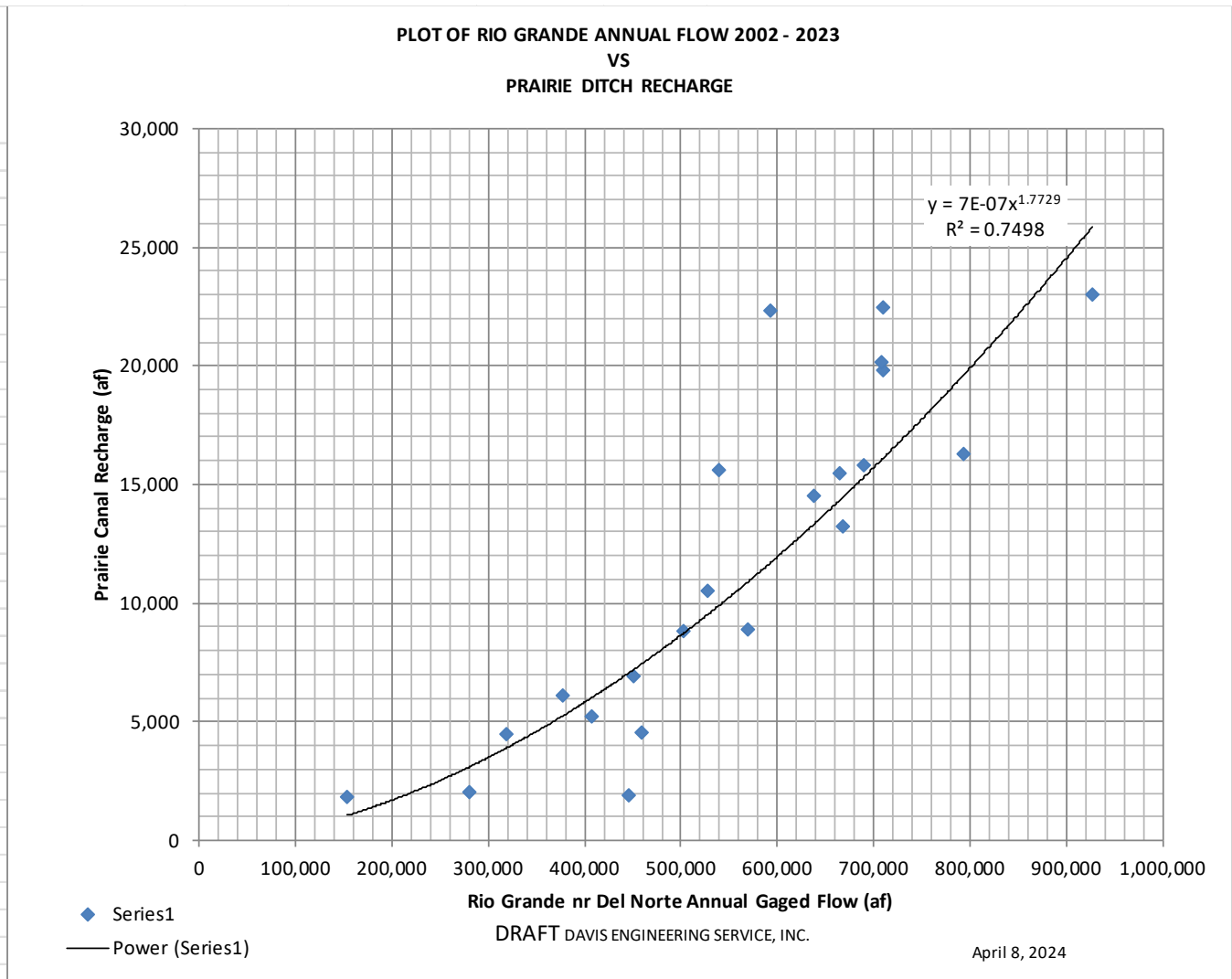
Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for SLVID Canal (af)
2002	154156	1283
2003	319207	4572
2004	527758	16361
2005	793751	34096
2006	570183	10410
2007	710158	50568
2008	710073	37626
2009	593074	47075
2010	539367	30359
2011	502740	10042
2012	406900	6810
2013	459700	5518
2014	638700	28741
2015	665100	34756
2016	667300	32177
2017	690300	31984
2018	280400	2136
2019	927000	46036
2020	377300	10230
2021	450000	11330
2022	445000	7501
2023	708100	42670



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

x = 2024 Forecast Rio Grande Flow = 530,000 af
 $y = 2E-10(530,000)^{2.4293} = 16,106.95 \text{ af}$

Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for Prairie Ditch (af)
2002	154156	1,806
2003	319207	4,515
2004	527758	10,505
2005	793751	16,303
2006	570183	8,910
2007	710158	22,436
2008	710073	19,804
2009	593074	22,325
2010	539367	15,635
2011	502740	8,820
2012	406900	5,262
2013	459700	4522
2014	638700	14525.5
2015	665100	15447
2016	667300	13243
2017	690300	15,789
2018	280400	2,071
2019	927000	22,971
2020	377300	6,080
2021	450000	6,897
2022	445000	1,919
2023	708100	20,140



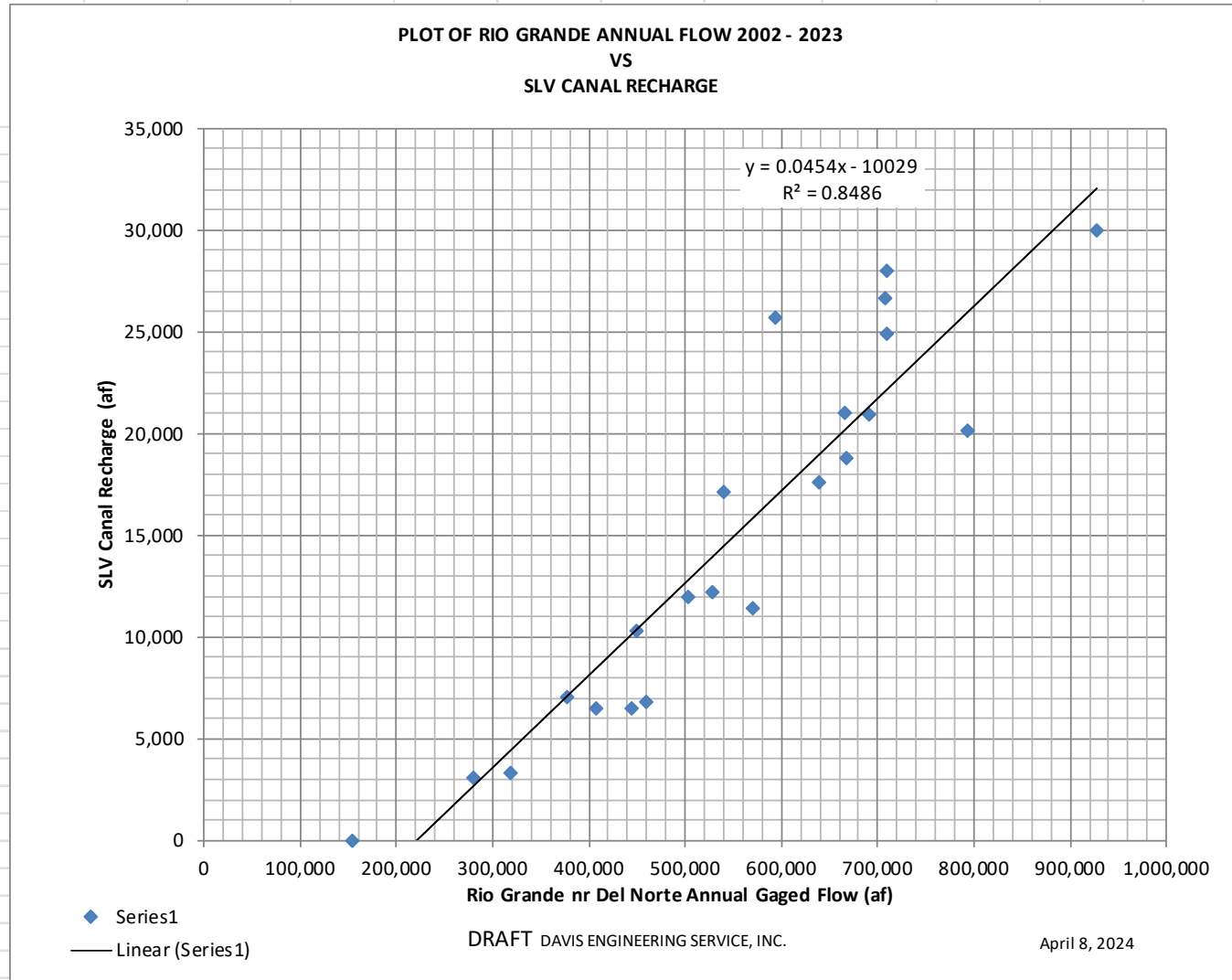
y = Prairie Ditch Recharge

x = Rio Grande nr Del Norte Flow

x = 2024 Forecast Rio Grande Flow = 530,000 af

$$y = 7E-07(530,000)^{1.77729} = 10,442.30 \text{ af}$$

Year	Annual Flow Rio Grande nr Del Norte (af)	Recharge Credit for SLV Canal (af)
2002	154156	0
2003	319207	3,282
2004	527758	12,229
2005	793751	20,166
2006	570183	11,430
2007	710158	27,978
2008	710073	24,917
2009	593074	25,717
2010	539367	17,141
2011	502740	11,971
2012	406900	6,487
2013	459700	6,810
2014	638700	17,567
2015	665100	21,031
2016	667300	18,779
2017	690300	20,949
2018	280400	3,107
2019	927000	30,003
2020	377300	7,022
2021	450000	10,299
2022	445000	6,490
2023	708100	26,644



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

x = 2024 Forecast Rio Grande Flow = 530,000 af
y = 0.0454 (530,000) - 10029 = 14,033.00 af

APPENDIX E

Ditches and Pro Rata Shares

Summary of Ditches and Pro-Rata Shares

Allocated to Fields on Subdistrict No. 1 2023 Farm Units

WDID	Structure Name	Amount	Pro-rata Units
2000546	BILLINGS D	339	shares
2000556	BUTLER IRR D	5.8	cfs priority
2000627	EXCELSIOR D	2	shares
2000631	FARMERS UNION CNL	60,813.48	acres
2000699	KANE CALLAN D	24	cfs priority
2000736	MCDONALD D	7.4	shares
2000798	PRAIRIE D	6.999	D&L
2000798	PRAIRIE D	3	McD
2000798	PRAIRIE D	245.8	shares
2000812	RIO GRANDE CNL	918.4	in SpW
2000812	RIO GRANDE CNL	6,741.73	shares
2000812	RIO GRANDE CNL	4,770	SM
2000814	RIO GRANDE D 2	3	cfs priority
2000829	SAN LUIS VALLEY CNL	10,898.06	shares
2000833	SCHUCH SCHMIDT D	4.4	cfs priority
2001105	WEE RUBY RES SUPPLY D	1	cfs priority
2700502	BIEDELL D NO 10	34.92	cfs priority
2700503	BIEDELL D NO 2	2.34	cfs priority
2700518	GREEN D NO 1	16.34	cfs priority
2700522	HOME D NO 1	32.45	cfs priority
2700523	JOHNNIE SMITH D NO 1	20	cfs
2700523	JOHNNIE SMITH D NO 1	21.35	cfs priority
2700533	MCLEOD D NO 3	0.65	cfs priority
2700537	MOODY AND HEAD D	6.12	cfs priority
2700538	OMNIBUS D	61.82	cfs priority
2700543	ROCKY HILL SEPG OVFL D	1	cfs priority
2700545	SHOWN D	13.08	cfs priority
2700551	WHITE D	17.9	cfs priority
2700553	WILSON D NO 4	2.08	cfs priority
2700684	LA MAGOTE D NO 2	3.64	cfs priority
2700714	MCLEOD D NO 4 & 5	3.12	cfs priority

APPENDIX F (1)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

B. Limitations on Use of Leased Water.

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

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

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

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

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

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

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

CPW:

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

SUBDISTRICT NO. 1:

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

7. General Provisions.

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

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

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

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

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

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

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

By: Thomas J. Spezze
Tom Spezze, Regional Manager

Date: April 13, 2012

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

By: Steve E. Vandiver
Steve Vandiver, General Manager

Date: April 13, 2012

APPENDIX F (2)
Documentation of Water Purchases

**LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER**

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

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

RGWCD:

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

5. General Provisions.

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

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

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

Q. **Time is of the essence.**

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

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

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

Lessor: PATTY COOK AND EVELYN UNDERWOOD

By: Patricia Cook aka Patty Cook

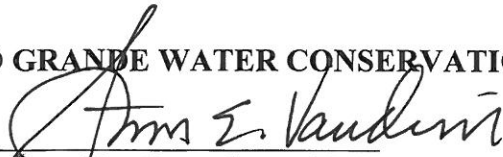
Date: 4-8-13

By: [Signature]

Date: 4/10/13 [Signature]

in this contract is subject to the addendum

RIO GRANDE WATER CONSERVATION DISTRICT

By: 
Steve Vandiver, General Manager

Date: 4/4/13

ADDENDUM TO LEASE AGREEMENT

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

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

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

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

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

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

 Date 4/8/13

RIO GRANDE WATER CONSERVATION DISTRICT

By:  Date: 4/8/13

Steve Vandiver, General Manager

APPENDIX F (3)
Documentation of Water Purchases

LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. General Provisions.

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

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

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

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

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: Patricia Cook

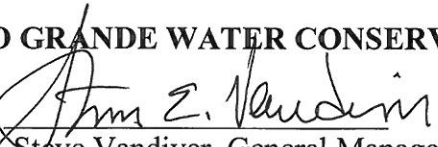
Date: 3-19-14

By: Evelyn Underwood

Date: 3-19-14

RIO GRANDE WATER CONSERVATION DISTRICT

By:


Steve Vandiver, General Manager

Date:

3/19/14

APPENDIX F (4)
Documenation of Water Purchases

LEASE AGREEMENT
FOR USE OF TRANSMOUNTAIN WATER

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

Lessor:

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

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

RGWCD:

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

5. General Provisions.

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

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

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

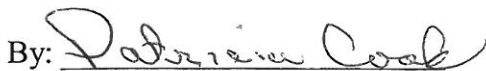
- O. **Third Party Enforcement.** The terms and conditions of this Lease Agreement, and all rights of action relating thereto, are strictly reserved to the Parties, and nothing in this Lease Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included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

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

Lessor: PATRICIA COOK AND EVELYN UNDERWOOD

By: 

Date: March 18, 2015

By: 

Date: March 18, 2015

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve E. Vandiver
Steve Vandiver, General Manager

Date: 3-18-15

APPENDIX F (5)
Documentation of Water Purchases

LEASE AGREEMENT

FOR USE OF PIEDRA WATER

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

RECITALS

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

AGREEMENT

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

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

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

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

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

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

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

- k. **Litigation Reporting:** Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency related to this Lease Agreement or which may affect a Party's ability to comply with the terms and conditions of this Lease Agreement, the Party who is in receipt of the served pleading will notify the other Party of such action and deliver copies of such pleadings to the other Party, as set forth in paragraph 6 of this Lease Agreement.

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

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

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

 - ii. Exhibits

- n. **Prior Agreements:** This Lease Agreement cancels and supersedes all prior agreements between the Parties related to the lease of CPW's Piedra Water to Subdistrict No. 1.

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

- p. **Waiver:** A waiver of a breach of any provision of this Lease Agreement does not waive any subsequent breach of the same or different provision of this Lease Agreement. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Lease Agreement or another remedy for a breach of this Lease Agreement, or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the

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

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

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

By: 

Chad Bishop, Assistant Director Wildlife and Natural Resources

Date: 5/27/2014

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

By: 

Steve Vandiver, General Manager

Date: 6/10/14

APPENDIX F (6)
Documentation of Water Purchases

Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

June 21, 2013
Date


George Whitten, RGWCD President

June 28/2013
Date

Rio Grande Water Conservation District

10000 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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


Personal Representative for the
Ralph Vernon Rominger Estate

JUNE 21, 2013

Date


George Whiffen, RGWCD President

JUNE 28, 2013
Date



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

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

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

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

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

26 NOVEMBER, 2014

Date

Greg Higel
Greg Higel, RGWCD President

12/2/14
Date



Rio Grande Water Conservation District

10900 Highway 160 East • Alamosa, Colorado 81101

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

Protecting & Conserving San Luis Valley Water

Agreement to Purchase Transmountain Diversion Water

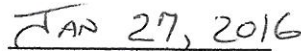
B & R, LLC is the owner of 10 acre-feet of Williams Creek-Squaw Pass Transmountain Diversion water that is stored in Rio Grande Reservoir. B & R, LLC has offered this previously stored water for sale to the Rio Grande Water Conservation District for use by Special Improvement District No. 1 (Subdistrict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

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


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




Kent V. Rominger, B & R, LLC



Date



Greg Higel, RGWCD President



Date

PURCHASE AGREEMENT FOR TRANSMOUNTAIN WATER

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

RECITALS

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

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

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

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

SELLER: Sid Klecker, representative for Klecker Ranch Inc.

By: Sid Klecker

Date: 3-24-14

RIO GRANDE WATER CONSERVATION DISTRICT

By: Steve Vandiver
Steve Vandiver, General Manager

Date: 3/24/14

APPENDIX F (7)

Documentation of Water Purchases

Invoice

SAN LUIS VALLEY IRRIGATION

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

DATE
2/13/2014

INVOICE #
S 2014-6

BILL TO

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

TERMS

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

Total \$26,742.50

Rio Grande Water Conservation District

1492

San Luis Valley Irrigation District

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

PAYMENT
RECORD

Alamosa State Bank-

49,582.50

●
12/11/08 (2/1/12)



●
REV 11

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

Invoice

DATE	INVOICE #
2/19/2013	S2013-05

BILL TO

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

TERMS

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

Total \$24,582.50

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



BILL OF SALE

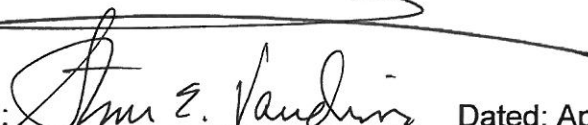
The San Luis Valley Water Conservancy District hereby sells, conveys and transfers to the Rio Grande Water Conservation District, for One Dollar and other considerations, Five Hundred (500) Acre-Feet of transmountain water derived from the Pine River Weminuche Ditch, currently stored on the District's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

The Water Sold consists of:

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

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

SELLER: Signed:  Dated: April 1, 2014

BUYER: Signed:  Dated: April 1, 2014

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

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



BILL OF SALE

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

The Water Sold consists of:

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

X 250.00
125,000

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

SELLER: Signed:  Dated: April 9, 2015

BUYER: Signed:  Dated: 4-10, 2015

for RGWCD

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

APPENDIX F (8)
Documentation of Water Purchases

PURCHASE-OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

1. Purchase and Option Agreement.

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

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

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

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

1.5. Purchase Price.

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

2. Seller's Obligations and Representations.

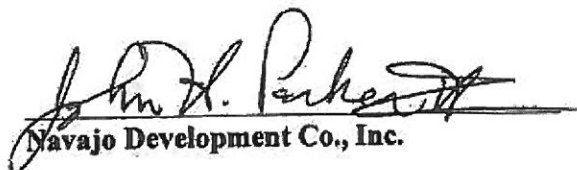
- 2.1. Seller's Title. Seller represents that it is the owner of the water subject to this Agreement and that it has full power and authority to enter into this Agreement. Seller further represents that it is entitled to receive full payment of all sums to be paid under this Agreement, and that no part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

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

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

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

Seller:


 Navajo Development Co., Inc.

Date 8/4/11

ACCEPTED:

Rio Grande Water Conservation District

By: _____
 George Whitten

_____ Date

Title: _____
 President

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

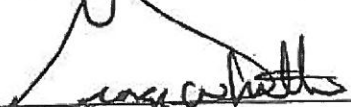
Seller:

 Navajo Development Co., Inc.

 Date

ACCEPTED:

Rio Grande Water Conservation District

By: 

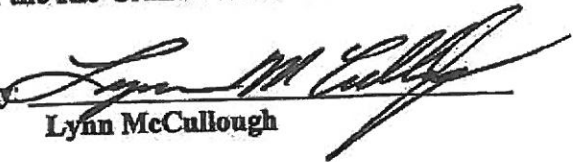
 George Whitten

8-3-11
 Date

Title: _____
 President

Acknowledgement:

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

By: 
Lynn McCullough

8/4/11
Date

Title: _____
President

APPENDIX F (9)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

Seller:

John H. Parker
Navajo Development Co., Inc.

Date 8/24/12

ACCEPTED:

Rio Grande Water Conservation District

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

Date 8/29/12

Acknowledgement:

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

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

Date 8/29/12

Rio Grande Water Conservation District

1306

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

Original Amt.
75,000.00

Balance Due
75,000.00

8/24/2012
Discount
Check Amount

Payment
75,000.00
75,000.00

PAYMENT
RECORD

Alamosa State Bank- Squaw Water Purchase

75,000.00

c23346 (2/12)



9xv211

APPENDIX F (10)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

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

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

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

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

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

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

Seller:

John V. Pacheco
Navajo Development Co., Inc.

July 4, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

7/22/13
Date

Title: President
President

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell

7/23/13
Date

Title: President
President

APPENDIX F (11)

Documentation of Water Purchases

WATER PURCHASE AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

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

AGREEMENT

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

1. Purchase Agreement.

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

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

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

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

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

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

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

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

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

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

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

Seller:

John W. Pacheco
Navajo Development Co., Inc.

July 6, 2013
Date

ACCEPTED:

Rio Grande Water Conservation District

By: George Whitten Jr.
George Whitten

7/22/13
Date

Title: President
President

Acknowledgement:

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

By: Brian D. Brownell
Brian Brownell

7/23/13
Date

Title: President
President

APPENDIX F (12)
Documentation of Water Purchases

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

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

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

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


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

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

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

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

Seller:

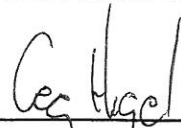


Navajo Development Co., Inc.

Date 12/19/14

ACCEPTED:

Rio Grande Water Conservation District

By: 

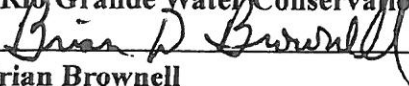
Greg Higel
Title: President

President

Date 12/22/14

Acknowledgement:

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

By: 

Brian Brownell
Title: Pres

President

Date 12/23/14

APPENDIX F (13)
Documentation of Water Purchases

PURCHASE and OPTION AGREEMENT

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

INTRODUCTORY RECITALS

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

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

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

AGREEMENT

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

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

Alamosa, CO 81101
Email: steve@rgwcd.org

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

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

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

Seller:

John H. Parhest
Navajo Development Co., Inc.

Date 2/4/16

ACCEPTED:

Rio Grande Water Conservation District

By: Greg Higel
Greg Higel
Title: President
President

Date 2/2/16

Acknowledgement:

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

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

Date 2/3/16

APPENDIX F (14)
Documentation of Water Purchases

RECEIVED
04/13/2022
Water Resources
State Engineer
COLO

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

10020566

1. Introduction.

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

2. Change of Place of Use.

Mammoth Land Holdings, LLC owns the following groundwater rights:

Case No. W-1037 Well No. 2

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

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

3. Replacement of Groundwater Depletions.

a. Summary of Plan.

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

b. Depletions.

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

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

c. Substitute Supply.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

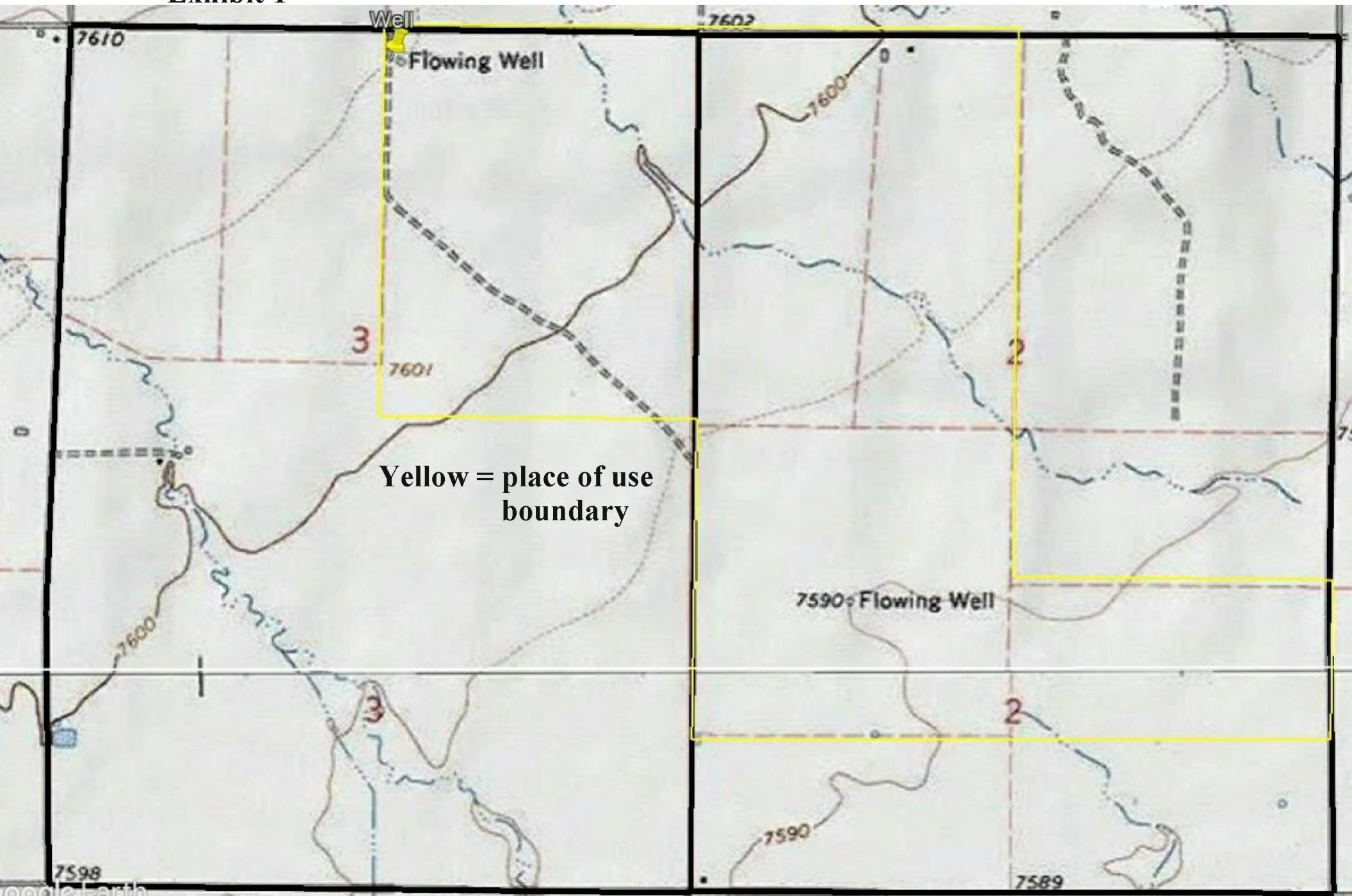
o. Accounting and reporting procedures are subject to approval and modification by the Division Engineer. An initial reading of each well meter must be provided with the accounting.

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

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

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

Exhibit 1



WATER USE AGREEMENT

Exhibit 2

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

RECITALS

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

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

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

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

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

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

SMRC OWNER: Cyril J. Weis

By: Cyril J. Weis

Title: _____

Date: 4-4-22

Mammoth Acquisitions, LLC

By: Justin Troward

Title: CEO

Date: 04/12/2022

WATER USE AGREEMENT

Exhibit 3

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

RECITALS

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

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

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

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

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

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

SMRC OWNER: Gerhard J and LeWanda Dirks

By: Gerhard J. Dirks

Title: Owner - Operator

Date: 04-04-2022

Mammoth Acquisitions, LLC

By: Justin Trouard

Title: CEO

Date: 04/12/2022

WATER USE AGREEMENT

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

RECITALS

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

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

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

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

Marlin Martin

By: Marlin Martin
Date: 3-27-22

Mammoth Farms, LLC

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

CERTIFICATE OF SERVICE

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

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

Kendall Burgemeister

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STATE OF COLORADO

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

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

2 messages

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

Wed, Apr 13, 2022 at 3:51 PM

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

For laserfiche receipt number 10020566

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

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

...
DWR Permits Online



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

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

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

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

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

Ladies and Gentlemen:

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

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

The SWSP request letter is attached to this email.

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

Comments may be submitted to:

Melissa van der Poel

Colorado Division of Water Resources

1313 Sherman Street, Suite 818

Denver, CO 80203

Melissa.vanderpoel@state.co.us

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

Kendall Burgemeister

Member | Law of the Rockies

525 North Main Street

Gunnison, CO 81230

Tel: 970-641-1903 ext. 3

Fax: 970-641-1943

kburgemeister@lawoftherockies.com

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2 attachments

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

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

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

Wed, Apr 13, 2022 at 4:28 PM

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

This has been paid for.

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


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

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 **2022_04_13_10020566.pdf**
1815K

APPENDIX G

Santa Maria Shares Leased by Subdistrict No. 1

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

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

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

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

**Total RG Canal Shares Leased in
2011**

1980

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

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

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

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

RG Canal	3813	7.5	1	2012
RG Canal	3814	2.5	1	2012
RG Canal	3816	30.8	1	2012
RG Canal	3818	10	1	2012
RG Canal	3819	10	1	2012
RG Canal	3821	7.5	1	2012
RG Canal	3822	2.5	1	2012
RG Canal	3838	10	1	2012
RG Canal	3839	10	1	2012
RG Canal	3849	10	1	2012
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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
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RG Canal	4003	5	1	2012
RG Canal	4005	10	1	2012
RG Canal	4017	10	1	2012
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RG Canal	4028	10	1	2012
RG Canal	4029	10	1	2012
RG Canal	4030	20	1	2012
RG Canal	4060	10	1	2012
RG Canal	4061	5	1	2012
RG Canal	4065	30	1	2012
RG Canal	4075	10	1	2012
RG Canal	4076	10	1	2012
RG Canal	4077	10	1	2012
RG Canal	4078	10	1	2012
RG Canal	4081	10	1	2012

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

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

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

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

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

Total Five Year Leases in 2012 725

Total Shares Leased in 2012 3285.8

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

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

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

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

Total One Year Leases in 2013 1595

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

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

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

**Total Three Year Leases in
2013**

845.8

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

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

Total Five Year Leases in 2013 795

Total Shares Leased in 2013 3235.8

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

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

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

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

Total One Year Leases in 2014 1550

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

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

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

**Total Three Year Leases in
2014**

975.8

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

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

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

Total Shares Leased in 2014 3320.8

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

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

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

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

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

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

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

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

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

**Total Three Year Leases in
2016** **685**

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

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

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

Total Shares Leased in 2016 1645

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

RG Canal	4282	5	3	2017
RG Canal	4290	20	3	2017
RG Canal	4335	10	3	2017
RG Canal	4336	10	3	2017
RG Canal	4352	5	3	2017
RG Canal	4358	25	3	2017
RG Canal	4359	30	3	2017
RG Canal	4360	10	3	2017
RG Canal	4361	10	3	2017
RG Canal	4362	10	3	2017
RG Canal	4363	25	3	2017
RG Canal	4364	35	3	2017
RG Canal	4365	20	3	2017
RG Canal	4366	10	3	2017
RG Canal	4367	20	3	2017
Total Three Year Leases in 2017		545		

RG Canal	2615	20	5	2019
RG Canal	2616	10	5	2019
RG Canal	2677	20	5	2018
RG Canal	2678	10	5	2018
RG Canal	3162	20	5	2019
RG Canal	3247	10	5	2019
RG Canal	3249	10	5	2019
RG Canal	3341	10	5	2017
RG Canal	3428	10	5	2019
RG Canal	3772	10	5	2019
RG Canal	3818	10	5	2019
RG Canal	3819	10	5	2019
RG Canal	3820	10	5	2019
RG Canal	3915	10	5	2019
RG Canal	3939	10	5	2019
RG Canal	3958	10	5	2019
RG Canal	3969	10	5	2019
RG Canal	4099	10	5	2019
RG Canal	4227	10	5	2017
RG Canal	4228	5	5	2017
RG Canal	4229	10	5	2017
RG Canal	4230	10	5	2017
RG Canal	4231	5	5	2017
RG Canal	4277	10	5	2017
RG Canal	4280	10	5	2017
RG Canal	4293	10	5	2017
RG Canal	5677	10	5	2019
Total Five Year Leases in 2017		290		

Total Shares Leased in 2017	835
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Santa Maria Leased Shares for 2018					
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires	
RG Canal	3818	10	5	2019	
RG Canal	3819	10	5	2019	
RG Canal	2615	20	5	2019	
RG Canal	2616	10	5	2019	
RG Canal	3162	20	5	2019	
RG Canal	3428	10	5	2019	
RG Canal	3820	10	5	2019	
RG Canal	3939	10	5	2019	
RG Canal	3958	10	5	2019	
RG Canal	3249	10	5	2019	
RG Canal	3969	10	5	2019	
RG Canal	3772	10	5	2019	
RG Canal	2677	20	5	2018	
RG Canal	2678	10	5	2018	
RG Canal	4099	10	5	2019	
RG Canal	3915	10	5	2019	
RG Canal	3247	10	5	2019	
RG Canal	5677	10	5	2019	
Total Shares Leased in 2018		210			

Santa Maria Leased Shares for 2019					
Canal Company	Certificate Number	Number of Shares Leased	Number of Years Leased	Multi-Year Expires	
RG CANAL	3818	10	5	2019	
RG CANAL	3819	10	5	2019	
RG CANAL	2615	20	5	2019	
RG CANAL	2616	10	5	2019	
RG CANAL	3162	20	5	2019	
RG CANAL	3428	10	5	2019	
RG CANAL	3820	10	5	2019	
RG CANAL	3939	10	5	2019	
RG CANAL	3958	10	5	2019	
RG CANAL	3249	10	5	2019	
RG CANAL	3969	10	5	2019	
RG CANAL	3772	10	5	2019	
RG CANAL	4099	10	5	2019	
RG CANAL	3915	10	5	2019	
RG CANAL	3247	10	5	2019	
RG CANAL	5677	10	5	2019	
Total Five Year Leases in 2019		226	180		

APPENDIX H
2024 Forbearance Agreements

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, between Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Rio Grande Canal Water Users’ Association (“Company”), a mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement will be in effect from May 1, 2024 through April 30, 2025.

2. Forbearance by the Company.

2.1. During the term of this Agreement the Company will forbear from requiring Subdistrict No. 1 to replace up to 900 acre-feet of injurious stream depletions to the water rights of the Company diverted from the Rio Grande at the headgate of the Rio Grande Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water right of the Company will be calculated each day the Rio Grande Canal is the calling water right and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Canal would have been able to divert, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers. The actual amount of injurious depletions to the Rio Grande Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority No.

- 28
- 176
- 178
- 188
- 197
- 198
- 202
- 203

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

2.5. When the total amount of estimated un-replaced depletions to the Rio Grande Canal during the term of this Agreement equals 900 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the Rio Grande Canal. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2024 irrigation season, and not later than March 15, 2025, Subdistrict No. 1 will recalculate the injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Rio Grande Canal would have been able to divert if all un-replaced injurious depletions to the Rio Grande Canal had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3.2 below. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

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

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the un-replaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2025.

4. No Subordination or Waiver of Right to Call. The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the Rio Grande Canal to off-set the first 2000 acre-feet of injurious stream depletions to the Rio Grande Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2024 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

Subdistrict No. 1, and to require Subdistrict No. 1 to pay the Company for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

The Rio Grande Canal Water Users' Association

By: Clay Corzine
Clay Corzine, President

3/16/2024
Date

ACCEPTED:

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

By: Taylor Chick
Taylor Chick, Program Manager

3/21/24
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, 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 2024 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, 2024 through April 30th, 2025.

2. **Forbearance by the Company.**

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the San Luis Valley Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the San Luis Valley Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the San Luis Valley Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the San Luis Valley Canal during the term of this Agreement equals 400 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the San Luis Valley Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 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 2024 irrigation season, and not later than March 15, 2025, 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, 2025.

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 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 2024 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 President
San Luis Valley Canal
0025 North Road 100
Monte Vista, CO 81144

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

7.2. Survival. Each of the representations and warranties made by the Parties in this Forbearance Agreement, or in any document or instrument delivered pursuant to this Forbearance Agreement, must be true and correct in all material respects on the date hereof, and are 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:  2-12-24
President Date

ACCEPTED:

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

By:  4/8/24
Taylor Chick, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effect May 1, 2024, 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 2024 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, 2024 through April 30th, 2025.

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 2024 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 2024 Annual Replacement Plan approved by the State and Division Engineers.

3. Payment. The Subdistrict will pay the Company \$ 20⁰⁰ 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 2024 irrigation season, and not later than March 15, 2025, 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 \$ 20⁰⁰ per acre-foot for each acre-foot of injurious stream depletions to the Empire Canal caused by wells operating under the Subdistrict No. 1 Annual Replacement Plan during the term of this Agreement and not replaced with water.

3.3. The payment required by subparagraph 3.2, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company and the amount of the payment due, but not later than April 15, 2025.

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 _____ acre-feet of injurious stream depletions to the Empire Canal that would otherwise have to be replaced by Subdistrict No. 1 under its 2024 Annual Replacement Plan.

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

To Company:

Commonwealth Irrigation Company
PO Box 993
Alamosa, CO 81101

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

4-4-2024
Date

ACCEPTED:

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

By: Taylor Chick
Taylor Chick, Program Manager

4/4/24
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, 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 SE $\frac{1}{4}$ SW $\frac{1}{4}$ 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 2024 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, 2024 through April 30th, 2025.

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 2024

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

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

Priority	Amount
32	47.4
173	35.0

2.6. When both parties agree (Centennial and the Subdistrict) to a reasonable time frame of days of estimated un-replaced depletions to the Centennial Ditch Company during the term of this Agreement has been forboreed by the Company, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Centennial Ditch Company from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2024 irrigation season, and not later than March 15, 2025, 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, 2025.

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 2024 Annual Replacement Plan.

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

To Company:

Centennial Ditch Company
3414 County Road 104
Alamosa, CO 81101

To Subdistrict No. 1:

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

The Centennial Ditch Company

By: James Diegel 3/1/24
Date

ACCEPTED:

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

By: Taylor Chick 3/1/24
Taylor Chick, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, 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 SE¼ NW¼ 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 2024 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, 2024 through April 30th, 2025.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to **1,000** acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Excelsior Ditch. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Excelsior Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Excelsior Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Excelsior Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
163	45.7
249	6.2
262	29.4

2.5. When the total amount of estimated unreplaced depletions to the Excelsior Ditch during the term of this Agreement equals 1,000 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$275.00 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 2024 irrigation season, and not later than March 15, 2024, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Excelsior Ditch from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the un-replaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2025.

4. No Subordination or Waiver of Right to Call. The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Excelsior Ditch to off-set the first 1,000 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 2024 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

The Excelsior Ditch Company

By: Roy Oliver 4-3-24
Roy Oliver, President Date

ACCEPTED:

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

By: Taylor Chick 4/5/24
Taylor Chick, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, 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 2024 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, 2024 through April 30th, 2025.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 300 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Monte Vista Canal. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Monte Vista Canal is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Monte Vista Canal would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2024 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Monte Vista Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Monte Vista Canal during the term of this Agreement equals _____ acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2024 irrigation season, and not later than March 15, 2025, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the Company; and (2) a calculation of the amount of the payment due

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

3.2. The payment required by paragraph 3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2025.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Monte Vista Canal to off-set the first 300 acre-feet of injurious stream depletions to the water rights decreed to the Monte Vista Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2024 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

The Monte Vista Water Users' Association

By:  4-4-24
Mark Deacon, President Date

ACCEPTED:

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

By:  4/5/24
Taylor Chick, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, between the Rio Grande Water Conservation District, by and through Special Improvement District No. 1 of the Rio Grande Water Conservation District (“Subdistrict No. 1”) and the Prairie Ditch Company (“Company”), a Colorado mutual ditch company (collectively “the Parties”).

RECITALS

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

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

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

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

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

F. The Subdistrict No. 1 desires to enter into this Forbearance Agreement as part of the 2024 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, 2024 through April 30th, 2025.

2. **Forbearance by the Company.**

2.1. During the term of this Agreement the Company will forebear from requiring Subdistrict No. 1 to replace up to 100 acre-feet of injurious stream depletions to the water rights of the Company that are diverted from the Rio Grande at the headgate of the Prairie Ditch Company. Subdistrict No. 1 may remedy injurious stream depletions under this agreement or by providing water in its sole discretion.

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Prairie Ditch Company is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Prairie Ditch Company would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1’s Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict’s 2024 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Prairie Ditch Company during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Prairie Ditch Company during the term of this Agreement equals 100 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2024 irrigation season, and not later than March 15, 2025, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the Company would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande had been replaced during the term of this Agreement, and provided the Company with (1) a full accounting showing the unreplaced injurious depletions to the

water rights of the Company; and (2) a calculation of the amount of the payment due under paragraph 3, above. The Company will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by subparagraph 3.3, will be due within 30 days of the date that Subdistrict No. 1 provides the company with an accounting of the unreplaced injurious depletions to the water rights of the Company from the Rio Grande and the amount of the payment due, but not later than April 15, 2025.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Prairie Ditch Company to off-set the first 100 acre-feet of injurious stream depletions to the water rights decreed to the Prairie Ditch Company from the Rio Grande when Priority 1903-22C is the calling water right with a flow of 160.0c.f.s or greater that would otherwise have to be replaced by Subdistrict No. 1 under its 2024 Annual Replacement Plan.

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

To Company:

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

To Subdistrict No. 1:

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

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

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

7. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

The Prairie Ditch Company

By: 
President

3-14-24
Date

ACCEPTED:

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

By: 
Taylor Chick, Program Manager

3-21-24
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, 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 2024 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, 2024 through April 30th, 2025.

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 2024 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Farmers Union Canal during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

Priority	Amount (cfs)
314	138.8
328T	0.25
353T	0.95
1903-17B	5.45
1903-22E	105.41
1903-24F	280.47
1903-30F	159.69
1903-34G	110.18

2.5. When the total amount of estimated unreplaced depletions to the Farmers Union Canal during the term of this Agreement equals 1,000.0 acre-feet, Subdistrict No. 1 will begin replacement of all injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande. For purposes of this paragraph 2.5, the maximum rate of daily depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan will be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers.

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

3.1. After the end of the 2024 irrigation season, and not later than March 15, 2024, Subdistrict No. 1 will recalculate the monthly injurious stream depletions in accordance with the requirements of the Amended Plan. Subdistrict No. 1 will then recalculate the amount of water that the District would have been able to divert if all such unreplaced injurious depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande had been replaced during the term of this Agreement, and provided the District with (1) a full accounting showing the unreplaced injurious depletions to the water rights of the District; and (2) a calculation of the amount of the payment due under paragraph 3, above. The District will have fifteen-days after the receipt of the calculations to notify the Subdistrict of any errors therein.

3.2. The payment required by paragraph 3, will be due within 30 days of the date that Subdistrict No. 1 provides the District with an accounting of the unreplaced injurious depletions to the water rights of the District from the Rio Grande and the amount of the payment due, but not later than April 15, 2025.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the District under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the District will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the District will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Farmers Union Canal to off-set the first 1,000.0 acre-feet of injurious stream depletions to the water rights decreed to the Farmers Union Canal from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2024 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: Rob Phillips, Superintendent
San Luis Valley Irrigation District
P.O. Box 637
Center, CO 81125

To Subdistrict No. 1:
c/o Taylor Chick, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

default by Subdistrict No. 1, and to require Subdistrict No. 1 to pay the District for all unreplaced injurious depletions not paid for in accordance with the terms of this Agreement.

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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


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

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

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

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

San Luis Valley Irrigation District

By:  2/14/2024
Superintendent Date

ACCEPTED:

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

By:  2/14/2024
Taylor Chick, Program Manager Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, 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 2024 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, 2024 through April 30th, 2025.

2. Forbearance by the Company.

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

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

2.3. The number of acre-feet of injurious depletions to the water rights of the Company will be calculated each day that a water right decreed to the Rio Grande Lariat Ditch is the last priority served and injurious depletions are not remedied by Subdistrict No. 1 providing replacement water, and both the Company and Subdistrict No. 1 will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Rio Grande Lariat Ditch would have been able to divert under its then calling water right, but for the depletions caused by wells operating under Subdistrict No. 1's Annual Replacement Plan. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the Rio Grande contained in the Subdistrict's 2024 Annual Replacement Plan approved by the State and Division Engineers. The actual volume of injurious depletions to water rights decreed to the Rio Grande Lariat Ditch during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

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

2.5. When the total amount of estimated unreplaced depletions to the Rio Grande Lariat Ditch during the term of this Agreement equals 500 acre-feet, 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 2024 Annual Replacement Plan approved by the State and Division Engineers.

3. **Payment.** The Subdistrict will pay the Company \$ 35.00 per acre-foot for each acre-foot of replacement of injurious stream depletions that are not required to be made available for diversion by the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande pursuant to the terms of this Agreement.

3.1. After the end of the 2024 irrigation season, and not later than March 15, 2025, 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, 2025.

4. **No Subordination or Waiver of Right to Call.** The forbearance by the Company under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Rio Grande. Under this Forbearance Agreement the Company will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to Colo. Rev. Stat. §37-92-501(4) (b) (I) (B), during the term of this Agreement the Company will not require Subdistrict No. 1 to make water available for diversion at the headgate of the Rio Grande Lariat Ditch to off-set the first 100 acre-feet of injurious stream depletions to the water rights decreed to the Rio Grande Lariat Ditch from the Rio Grande that would otherwise have to be replaced by Subdistrict No. 1 under its 2024 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 Taylor Chick, Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

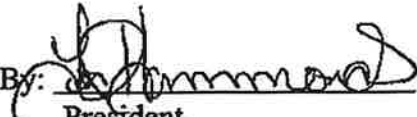
7.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State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

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

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

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

The Rio Grande Lariat Ditch

By: 
President

1/11/2024
Date

ACCEPTED:

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

By: 
Taylor Chick, Program Manager

1/12/2024
Date

APPENDIX I
Closed Basin Allocation Letter

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



April 10, 2024

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

Dear Ms. Pacheco,

The Board of the San Luis Valley Water Conservancy District (SLVWCD) has approved the request by the Rio Grande Water Conservation District (RGWCD) to allocate a portion of the Rio Grande's share of 2024 and 2025 Closed Basin Project (CBP) production to Subdistricts' stream depletions for inclusion in Annual Replacement Plans (ARPs).

The allocation of water to ARPs cannot in any way affect the allocation of CBP flows to the Rio Grande and Conejos River's Compact Obligations, which in 2024 is 61%/39%, respectively. Within that constraint, the SLVWCD supports the RGWCD's discretion in allocating production of the Rio Grande's share of CBP production to ARPs as needed.

Sincerely,

Heather R. Dutton

Heather Dutton
Manager, San Luis Valley Water Conservancy District

The Rio Grande Water Users Association

147 Washington St.

Monte Vista, CO. 81144

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

March 14, 2024

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

Re: 2024-2025 Allocation of Rio Grande's Share of Closed Basin Project
Production

Dear Cleave and Amber:

I am writing on behalf of the Rio Grande Water Users Association ("Water Users") to advise you how the Water Users have agreed to allocate a portion of its share of Closed Basin Project Production for the period of January 1, 2024 through April 30, 2025. 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 2024.

The Board of Directors of the Water Users has discussed the needs of the Special Improvement Districts of the Rio Grande Water Conservation District ("Subdistricts") for water to replace stream depletions from groundwater pumping under their Annual Replacement Plans. In light of the importance of the Subdistricts being able to meet their replacement requirements in this coming ARP year's operations, the Water Users' Board voted to specifically allocate up to 4,100 acre-feet of the Rio Grande's share of the usable yield of the Closed Basin Project to replace the stream depletions under the Subdistricts 2024 Annual Replacement Plans.

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

The Rio Grande Water Users Association

Cleave Simpson
Amber Pacheco
March 14, 2024
Page 2

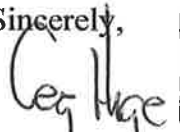
reaches or excessive losses in deliveries. In those circumstances, the Water Users believe Project Water is an appropriate replacement source but intend that the use of the allocation described herein be minimized during the irrigation season.

This allocation to the Subdistricts covers parts of two calendar years. The amount of about 1,800 acre-feet is allocated for replacement by December 31, 2024, and will come from the Rio Grande's 2024 share of the Project's usable yield. The remainder of about 2,300 is allocated for replacements from January 1 through April 30, 2025, the end of the Subdistricts 2024-2025 Annual Replacement Plan Year. The amount of the allocation used during January 1 through April 30, 2025, will come from the Rio Grande's share of Project production in 2025.

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

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

Sincerely,



Greg Higel, President
Rio Grande Water Users Association

Copy: San Luis Valley Water Conservancy District
Craig Cotten

Change in Unconfined Aquifer Storage – North Central San Luis Valley

CHANGE IN UNCONFINED AQUIFER STORAGE					
NORTH CENTRAL SAN LUIS VALLEY					
Prepared by	Davis Engineering Service, Inc.				
	1314 11th Street, P.O. Box 1840				
	Alamosa, CO 81101			Average Annual Accumulated Change in Storage (acre-feet)	5 yr. Running Average Accumulated Change in Storage (acre-feet)
Date	Monthly Change in Storage (acre-feet)	Accumulated Change in Storage (acre-feet)	Date		
01/01/76	0	0			
02/01/76	-39999.276	-39999.276			
03/01/76	77786.084	37786.808			
04/01/76	20613.124	58399.932			
05/01/76	16171.628	74571.56			
06/01/76	29018.556	103590.116			
07/01/76	-10429.246	93160.87			
08/01/76	12474.802	105635.672			
09/01/76	-57446.136	48189.536			
10/01/76	-9835.47	38354.066			
11/01/76	8742.436	47096.502			
12/01/76	34926.408	82022.91	12/1/1976	54067.39133	
01/01/77	-52330.194	29692.716			
02/01/77	0	29692.716			
03/01/77	9337.002	39029.718			
04/01/77	-66606.56	-27576.842			
05/01/77	26280.85	-1295.992			
06/01/77	-52715.472	-54011.464			
07/01/77	-20396.064	-74407.528			
08/01/77	-37527.502	-111935.03			
09/01/77	-111073.584	-223008.614			
10/01/77	-12109.48	-235118.094			
11/01/77	-22296.448	-257414.542			
12/01/77	-22198.364	-279612.906	12/1/1977	-97163.82183	
01/01/78	11784.074	-267828.832			
02/01/78	-17151.566	-284980.398			
03/01/78	-17203.476	-302183.874			
04/01/78	-2323.652	-304507.526			
05/01/78	-21920.32	-326427.846			
06/01/78	-9347.856	-335775.702			

07/01/78	-52068.002	-387843.704			
08/01/78	-29730.556	-417574.26			
09/01/78	-69355.032	-486929.292			
10/01/78	70963.206	-415966.086			
11/01/78	-32996.292	-448962.378			
12/01/78	-6739.94	-455702.318	12/1/1978	-369556.8513	
01/01/79	35070.348	-420631.97			
02/01/79	-37063.722	-457695.692			
03/01/79	10822.172	-446873.52			
04/01/79	-43430.268	-490303.788			
05/01/79	18146.524	-472157.264			
06/01/79	174935.972	-297221.292			
07/01/79	43871.13	-253350.162			
08/01/79	-83674.482	-337024.644			
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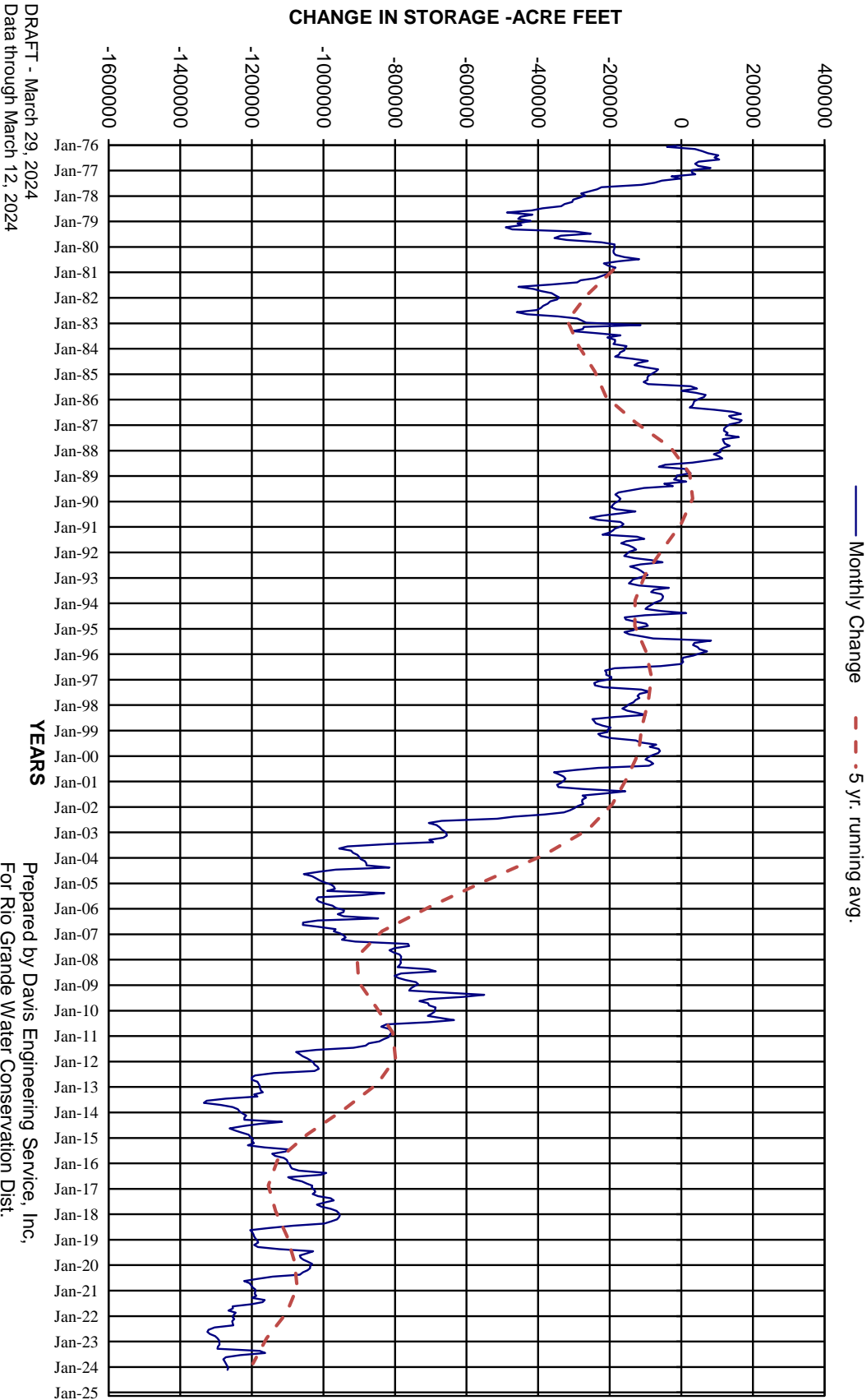
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6/1/2010	37436.04	-635037.34			
7/1/2010	-72125.58	-707162.92			
8/1/2010	-117100.01	-824262.93			
9/1/2010	-13939.55	-838202.48			
10/1/2010	19817.65	-818384.83			
11/1/2010	6709.59	-811675.24			
12/1/2010	1420.29	-810254.95	12/1/2010	-741821.67	-805855.59
1/1/2011	-4572.83	-814827.78			
2/1/2011	-2951.3	-817779.08			
3/1/2011	-13185.29	-830964.37			
4/1/2011	-13352.76	-844317.13			
5/1/2011	-28989.29	-873306.42			
6/1/2011	-8915.73	-882222.15			
7/1/2011	-34141.06	-916363.21			
8/1/2011	-103775.94	-1020139.15			
9/1/2011	-56543.67	-1076682.82			
10/1/2011	9783.57	-1066899.25			
11/1/2011	8527.67	-1058371.58			
12/1/2011	12468.04	-1045903.54	12/1/2011	-937314.70	-798614.13
1/1/2012	10139.85	-1035763.69			
2/1/2012	7692.68	-1028071.01			
3/1/2012	3288.92	-1024782.09			
4/1/2012	8764.00	-1016018.09			
5/1/2012	3228.14	-1012789.95			
6/1/2012	-12012.86	-1024802.81			
7/1/2012	-113987.8	-1138790.61			
8/1/2012	-52169.42	-1190960.03			
9/1/2012	-9800.85	-1200760.88			
10/1/2012	59.7	-1200701.18			
11/1/2012	16069.69	-1184631.49			
12/1/2012	3760.2	-1180871.29	12/1/2012	-1103245.257	-849136.694

1/1/2013	3245.77	-1177625.52			
2/1/2013	228.52	-1177397.00			
3/1/2013	1949.97	-1175447.03			
4/1/2013	6315.35	-1169131.68			
5/1/2013	-24274.05	-1193405.73			
6/1/2013	9067.54	-1184338.19			
7/1/2013	-88268.6	-1272606.79			
8/1/2013	-53644.93	-1326251.72			
9/1/2013	-7574.99	-1333826.71			
10/1/2013	47639.79	-1286186.92			
11/1/2013	32671.44	-1253515.48			
12/1/2013	14398.81	-1239116.67	12/1/2013	-1232404.117	-942115.9385
1/1/2014	4636.04	-1234480.63			
2/1/2014	9647.35	-1224833.28			
3/1/2014	8879.5	-1215953.78			
4/1/2014	-4738.2	-1220691.98			
5/1/2014	-252.69	-1220944.67			
6/1/2014	105422.16	-1115522.51			
7/1/2014	-64054.16	-1179576.67			
8/1/2014	-44324.11	-1223900.78			
9/1/2014	-38486.1	-1262386.88			
10/1/2014	15986.54	-1246400.34			
11/1/2014	17987.62	-1228412.72			
12/1/2014	19637.89	-1208774.83	12/1/2014	-1215156.586	-1045988.466
1/1/2015	4463.83	-1204311.00			
2/1/2015	7525.9	-1196785.10			
3/1/2015	-2268.91	-1199054.01			
4/1/2015	5252.37	-1193801.64			
5/1/2015	-17079.89	-1210881.53			
6/1/2015	46968.2	-1163913.33			
7/1/2015	70787.84	-1093125.49			
8/1/2015	-14081.4	-1107206.89			
9/1/2015	-35710.56	-1142917.45			
10/1/2015	7664.86	-1135252.59			
11/1/2015	24656.14	-1110596.45			
12/1/2015	8471.54	-1102124.91	12/1/2015	-1154997.529	-1128623.638
1/1/2016	2410.03	-1099714.88			
2/1/2016	5580.02	-1094134.86			
3/1/2016	2206.74	-1091928.12			
4/1/2016	3956.31	-1087971.81			
5/1/2016	19093.79	-1068878.02			
6/1/2016	77118.18	-991759.84			
7/1/2016	-15554.33	-1007314.17			
8/1/2016	-91391.73	-1098705.90			
9/1/2016	13871.48	-1084834.42			
10/1/2016	25067	-1059767.42			

11/1/2016	12824.62	-1046942.80			
12/1/2016	15881.49	-1031061.31	12/1/2016	-1063584.46	-1153877.59
1/1/2017	-1794.2	-1032855.51			
2/1/2017	7475.23	-1025380.28			
3/1/2017	2728.59	-1022651.69			
4/1/2017	-7472.02	-1030123.71			
5/1/2017	15197.28	-1014926.43			
6/1/2017	35022.12	-979904.31			
7/1/2017	8517.89	-971386.42			
8/1/2017	-25064.01	-996450.43			
9/1/2017	-21776.23	-1018226.66			
10/1/2017	13056.96	-1005169.70			
11/1/2017	25848.52	-979321.18			
12/1/2017	16004.12	-963317.06	12/1/2017	-1003309.45	-1133890.427
1/1/2018	6818.82	-956498.24			
2/1/2018	2077.39	-954420.85			
3/1/2018	-2343.35	-956764.20			
4/1/2018	-4934.9	-961699.10			
5/1/2018	-17130.05	-978829.15			
6/1/2018	-19227.23	-998056.38			
7/1/2018	-86519.19	-1084575.57			
8/1/2018	-68425.59	-1153001.16			
9/1/2018	-51271.09	-1204272.25			
10/1/2018	5755.53	-1198516.72			
11/1/2018	2897.75	-1195618.97			
12/1/2018	1974.19	-1193644.78	12/1/2018	-1069658.11	-1101341.226
1/1/2019	4027.82	-1189616.96			
2/1/2019	5204.3	-1184412.66			
3/1/2019	2304.92	-1182107.74			
4/1/2019	-11204.73	-1193312.47			
5/1/2019	10141.25	-1183171.22			
6/1/2019	59859.41	-1123311.81			
7/1/2019	94454.99	-1028856.82			
8/1/2019	-17372.66	-1046229.48			
9/1/2019	-19833.44	-1066062.92			
10/1/2019	2215.65	-1063847.27			
11/1/2019	8022.29	-1055824.98			
12/1/2019	12847.84	-1042977.14	12/1/2019	-1113310.95	-1080972.099
1/1/2020	11785.95	-1031191.19			
2/1/2020	-5989.55	-1037180.74			
3/1/2020	2.13	-1037178.61			
4/1/2020	-6929.88	-1044108.49			
5/1/2020	-13185.98	-1057294.47			
6/1/2020	-8759.81	-1066054.28			
7/1/2020	-75408.15	-1141462.43			
8/1/2020	-43214.68	-1184677.11			

9/1/2020	-36764.6	-1221441.71			
10/1/2020	15045.82	-1206395.89			
11/1/2020	4542.87	-1201853.02			
12/1/2020	3935.39	-1197917.63	12/1/2020	-1118896.29	-1073751.852
1/1/2021	8038.3	-1189879.33			
2/1/2021	-126.6	-1190005.89			
3/1/2021	-2258.46	-1192264.35			
4/1/2021	4566.95	-1187697.40			
5/1/2021	-10911.34	-1198608.74			
6/1/2021	34793.55	-1163815.19			
7/1/2021	-6066.57	-1169881.76			
8/1/2021	-31266.84	-1201148.60			
9/1/2021	-52309.37	-1253457.97			
10/1/2021	531.45	-1252926.52			
11/1/2021	-12680.91	-1265607.43			
12/1/2021	20196.97	-1245410.46	12/1/2021	-1209225.31	-1102880.02
1/1/2022	-5546.95	-1250957.41			
2/1/2022	-2966.79	-1253924.20			
3/1/2022	4668.79	-1249255.41			
4/1/2022	-5704.91	-1254960.32			
5/1/2022	1292.18	-1253668.14			
6/1/2022	1874.63	-1251793.51			
7/1/2022	-51913.81	-1303707.32			
8/1/2022	-17033.34	-1320740.66			
9/1/2022	-3519.95	-1324260.61			
10/1/2022	7141.19	-1317119.42			
11/1/2022	14384.53	-1302734.89			
12/1/2022	6592.58	-1296142.31	12/1/2022	-1281605.35	-1158539.20
1/1/2023	4462.5	-1291679.81			
2/1/2023	745.9	-1290933.91			
3/1/2023	902.54	-1290031.37			
4/1/2023	-4505.8	-1294537.17			
5/1/2023	-1449.06	-1295986.23			
6/1/2023	118403.89	-1177582.34			
7/1/2023	15044.67	-1162537.67			
8/1/2023	-69506.74	-1232044.41			
9/1/2023	-40587.64	-1272632.05			
10/1/2023	-7108.83	-1279740.88			
11/1/2023	4172.09	-1275568.79			
12/1/2023	3071.68	-1272497.11	12/1/2023	-1261314.31	-1196870.44
1/1/2024	3166.01	-1269331.10			
2/1/2024	3129.91	-1266201.19			
3/1/2024	-2045.29	-1268246.48			

CHANGE IN UNCONFINED AQUIFER STORAGE WEST CENTRAL SAN LUIS VALLEY



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)
1/11/2023	8.28	7554.23	RGWCD
2/7/2023	8.26	7554.25	RGWCD
3/9/2023	8.17	7554.34	RGWCD
4/18/2023	7.98	7554.53	RGWCD
5/4/2023	7.92	7554.59	RGWCD
6/5/2023	7.78	7554.73	RGWCD
7/7/2023	8.23	7554.28	RGWCD
8/11/2013	8.58	7553.93	RGWCD
9/1/2023	8.69	7553.82	RGWCD
10/9/2023	8.78	7553.73	RGWCD
11/8/2023	8.76	7553.75	RGWCD
12/1/2023	8.70	7553.81	RGWCD
1/12/2024	8.62	7553.89	RGWCD
2/15/2024	8.50	7554.01	RGWCD
3/6/2024	8.47	7554.04	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)

1/4/2023	15.16	7535.04	RGWCD
2/10/2023	15.14	7535.06	RGWCD
3/8/2023	15.11	7535.09	RGWCD
4/11/2023	15.11	7535.09	RGWCD
5/3/2023	15.07	7535.13	RGWCD
6/5/2023	15.06	7535.14	RGWCD
7/10/2023	15.07	7535.13	RGWCD
8/3/2023	15.07	7535.13	RGWCD
9/1/2023	15.06	7535.14	RGWCD
10/11/2023	14.96	7535.24	RGWCD
11/9/2023	15.00	7535.20	RGWCD
12/1/2023	14.95	7535.25	RGWCD
1/8/2024	14.96	7535.24	RGWCD
2/15/2024	14.97	7535.23	RGWCD
3/1/2024	14.93	7535.27	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)
1/11/2023	18.83	7617.53	RGWCD
2/7/2023	19.20	7617.16	RGWCD
3/9/2023	19.37	7616.99	RGWCD
4/17/2023	18.99	7617.37	RGWCD
5/4/2023	17.45	7618.91	RGWCD
6/5/2023	9.25	7627.11	RGWCD
7/7/2023	9.72	7626.64	RGWCD
8/8/2023	12.32	7624.04	RGWCD
9/2/2023	13.88	7622.48	RGWCD
10/9/2023	15.54	7620.82	RGWCD
11/8/2023	16.40	7619.96	RGWCD
12/4/2023	16.97	7619.39	RGWCD

1/9/2024	17.54	7618.82	RGWCD
2/15/2024	17.71	7618.65	RGWCD
3/5/2024	18.14	7618.22	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)
1/11/2023	Dry Well	-	RGWCD
3/28/2024	Dry Well	-	RGWCD
USGS 375010105554302, NA04200936DDD2, RGWCD23A			
RG23A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
56.0	37.8361106 N	105.9291867 W	7552.85
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/4/2023	41.92	7510.93	RGWCD
2/10/2023	41.24	7511.61	RGWCD
3/8/2023	40.75	7512.10	RGWCD
4/11/2023	40.15	7512.70	RGWCD
5/3/2023	40.18	7512.67	RGWCD
6/5/2023	40.31	7512.54	RGWCD
7/10/2023	42.37	7510.48	RGWCD
8/3/2023	44.18	7508.67	RGWCD
9/1/2023	44.96	7507.89	RGWCD

10/11/2023	44.08	7508.77	RGWCD
11/9/2023	43.57	7509.28	RGWCD
12/1/2023	43.17	7509.68	RGWCD
1/8/2024	42.50	7510.35	RGWCD
2/15/2024	41.85	7511.00	RGWCD
3/1/2024	41.55	7511.30	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)
1/5/2023	16.25	7519.55	RGWCD
2/10/2023	16.26	7519.54	RGWCD
3/10/2023	15.94	7519.86	RGWCD
4/18/2023	16.29	7519.51	RGWCD
5/8/2023	16.32	7519.48	RGWCD
6/5/2023	16.31	7519.49	RGWCD
7/10/2023	16.34	7519.46	RGWCD
8/3/2023	16.33	7519.47	RGWCD
9/1/2023	16.33	7519.47	RGWCD
10/17/2023	16.31	7519.49	RGWCD
11/9/2023	16.32	7519.48	RGWCD
12/1/2023	16.32	7519.48	RGWCD
1/3/2024	16.09	7519.71	RGWCD
2/15/2024	16.31	7519.49	RGWCD
3/1/2024	16.37	7519.43	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)
1/5/2023	14.91	7522.31	RGWCD
2/10/2023	14.85	7522.37	RGWCD
3/10/2023	14.90	7522.32	RGWCD
4/18/2023	14.92	7522.30	RGWCD
5/8/2023	14.93	7522.29	RGWCD
6/5/2023	14.90	7522.32	RGWCD
7/10/2023	15.00	7522.22	RGWCD
8/3/2023	15.06	7522.16	RGWCD
9/1/2023	15.10	7522.12	RGWCD
10/17/2023	15.20	7522.02	RGWCD
11/9/2023	15.20	7522.02	RGWCD
12/1/2023	15.16	7522.06	RGWCD
1/3/2024	15.09	7522.13	RGWCD
2/15/2024	14.51	7522.71	RGWCD
3/1/2024	15.15	7522.07	RGWCD
USGS 374704105590002, NA04100921DAA, RGWCD28-1			
RG28-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.78448396 N	105.98354869 W	7579.49
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/6/2023	Dry Well	-	RGWCD
6/2/2023	Dry Well	-	RGWCD
7/11/2023	32.91	7546.68	RGWCD

8/11/2023	Dry Well	-	RGWCD
1/12/2024	Dry Well	-	RGWCD
3/4/2024	Dry Well	-	RGWCD
USGS 374505105554001, NA04100936DDA, RGWCD28A			
RG28A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
53.0	37.75197957 N	105.92816372 W	7571.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/4/2023	41.83	7530.11	RGWCD
2/6/2023	41.67	7530.27	RGWCD
3/8/2023	41.53	7530.41	RGWCD
4/11/2023	41.38	7530.56	RGWCD
5/3/2023	41.43	7530.51	RGWCD
6/5/2023	40.94	7531.00	RGWCD
7/10/2023	39.80	7532.14	RGWCD
8/3/2023	40.42	7531.52	RGWCD
9/1/2023	41.53	7530.41	RGWCD
10/11/2023	41.58	7530.36	RGWCD
11/9/2023	41.60	7530.34	RGWCD
12/1/2023	41.58	7530.36	RGWCD
1/8/2024	41.40	7530.54	RGWCD
2/15/2024	41.15	7530.79	RGWCD
3/1/2024	40.99	7530.95	RGWCD
USGS 374446106022001, NA04000801AAD, RGWCD29			
RG29			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
25.0	37.74568511 N	106.03849378 W	7608.27
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/11/2023	Dry Well	-	RGWCD
3/1/2024	Dry Well	-	RGWCD
RGWCD29A			
RG29A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.74810207 N	106.03860429 W	7608.95
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/11/2023	Dry Well	-	RGWCD
4/12/2023	Dry Well	-	RGWCD
5/4/2023	37.42	7571.58	RGWCD
6/2/2023	31.74	7577.26	RGWCD
7/7/2023	32.01	7576.99	RGWCD
8/11/2023	36.41	7572.59	RGWCD
9/1/2023	Dry Well	-	RGWCD
1/12/2024	Dry Well	-	RGWCD
2/15/2024	Dry Well		RGWCD
3/1/2024	36.94	7572.06	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)
1/6/2023	Dry Well	-	RGWCD
3/4/2024	Dry Well	-	RGWCD
USGS 374455106085501, NA04100831CCC, RGWCD31			
RG31			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
73.0	37.74863225 N	106.14876475 W	7668.30
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/11/2023	44.68	7623.62	RGWCD
2/7/2023	44.76	7623.54	RGWCD
3/9/2023	44.75	7623.55	RGWCD
4/12/2023	44.78	7623.52	RGWCD
45050	44.88	7623.42	RGWCD
45082	38.54	7629.76	RGWCD
7/7/2023	30.02	7638.28	RGWCD
8/8/2023	No Measurement	-	RGWCD
9/2/2023	36.41	7631.89	RGWCD
10/9/2023	38.12	7630.18	RGWCD
11/8/2023	39.07	7629.23	RGWCD
12/4/2023	39.02	7629.28	RGWCD
1/9/2024	39.68	7628.62	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/5/2024	40.52	7627.78	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)
1/11/2023	82.30	7673.28	RGWCD
2/7/2023	82.43	7673.15	RGWCD
3/9/2023	82.26	7673.32	RGWCD
4/17/2023	82.29	7673.29	RGWCD
5/4/2023	83.04	7672.54	RGWCD
6/5/2023	83.89	7671.69	RGWCD
7/7/2023	85.09	7670.49	RGWCD
8/8/2023	85.59	7669.99	RGWCD
9/2/2023	84.53	7671.05	RGWCD
10/9/2023	83.10	7672.48	RGWCD
11/6/2023	82.39	7673.19	RGWCD
12/4/2023	81.95	7673.63	RGWCD
1/9/2024	81.29	7674.29	RGWCD
2/15/2024	80.95	7674.63	RGWCD
3/5/2024	80.67	7674.91	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)
1/11/2023	Dry Well	-	RGWCD
4/17/2023	Dry Well	-	RGWCD
5/4/2023	32.09	7778.67	RGWCD

6/5/2023	20.48	7790.28	RGWCD
7/7/2023	22.81	7787.95	RGWCD
8/8/2023	29.32	7781.44	RGWCD
9/2/2023	33.91	7776.85	RGWCD
11/6/2023	Dry Well	-	RGWCD
1/9/2024	Dry Well	-	RGWCD
2/15/2024	Dry Well	-	RGWCD
3/5/2024	Dry Well	-	RGWCD
RGWCD35A			
RG35A			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
-	37.67984318 N	106.27752760 W	7811.09
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/11/2023	50.12	7760.98	RGWCD
2/7/2023	51.23	7759.87	RGWCD
3/9/2023	52.22	7758.88	RGWCD
4/17/2023	53.46	7757.64	RGWCD
5/4/2023	53.95	7757.15	RGWCD
6/5/2023	49.67	7761.43	RGWCD
7/7/2023	42.44	7768.66	RGWCD
8/8/2023	41.64	7769.46	RGWCD
9/2/2023	43.83	7767.27	RGWCD
10/9/2023	43.76	7767.34	RGWCD
11/6/2023	44.47	7766.63	RGWCD
12/4/2023	44.88	7766.22	RGWCD
1/9/2024	46.41	7764.69	RGWCD
2/15/2024	48.21	7762.89	RGWCD
3/5/2024	48.98	7762.12	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)
1/11/2023	36.27	7647.03	RGWCD
2/7/2023	35.91	7647.39	RGWCD
3/9/2023	35.84	7647.46	RGWCD
4/17/2023	36.11	7647.19	RGWCD
5/4/2023	36.69	7646.61	RGWCD
6/5/2023	33.28	7650.02	RGWCD
7/7/2023	33.13	7650.17	RGWCD
8/8/2023	35.68	7647.62	RGWCD
9/2/2023	35.90	7647.40	RGWCD
10/9/2023	35.22	7648.08	RGWCD
11/6/2023	35.01	7648.29	RGWCD
12/4/2023	34.80	7648.50	RGWCD
1/9/2024	34.60	7648.70	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/5/2024	34.40	7648.90	RGWCD
USGS 374210106053001, NA04000815CCC, RGWCD37-1			
RG37-1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.70511497 N	106.09358614 W	7642.92
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/6/2023	39.80	7603.12	RGWCD
2/14/2023	39.61	7603.31	RGWCD
3/3/2023	39.53	7603.39	RGWCD

4/12/2023	39.59	7603.33	RGWCD
5/8/2023	39.58	7603.34	RGWCD
6/2/2023	33.73	7609.19	RGWCD
7/11/2023	35.11	7607.81	RGWCD
8/11/2023	39.05	7603.87	RGWCD
9/1/2023	39.79	7603.13	RGWCD
10/17/2023	40.28	7602.64	RGWCD
11/10/2023	40.15	7602.77	RGWCD
12/4/2023	39.99	7602.93	RGWCD
1/12/2024	39.78	7603.14	RGWCD
2/15/2024	39.56	7603.36	RGWCD
3/4/2024	39.49	7603.43	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)
1/11/2023	Dry Well	-	RGWCD
5/4/2023	Dry Well	-	RGWCD
6/2/2023	21.84	7594.81	RGWCD
7/7/2023	24.70	7591.95	RGWCD
8/11/2023	26.94	7589.71	RGWCD
9/1/2023	Dry Well	-	RGWCD
1/12/2024	Dry Well	-	RGWCD
2/15/2024	Dry Well	-	RGWCD
3/12/2024	Dry Well	-	RGWCD
USGS 374220105585801, NA04000916DDD, RGWCD39-1			
RG39-1			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
29.2	37.70534055 N	105.98357822 W	7590.86
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/6/2023	28.31	7562.55	RGWCD
2/14/2023	28.01	7562.85	RGWCD
3/3/2023	27.95	7562.91	RGWCD
4/12/2023	27.63	7563.23	RGWCD
5/8/2023	27.50	7563.36	RGWCD
6/2/2023	27.50	7563.36	RGWCD
7/11/2023	27.71	7563.15	RGWCD
8/11/2023	28.44	7562.42	RGWCD
9/1/2023	28.83	7562.03	RGWCD
10/17/2023	28.88	7561.98	RGWCD
11/10/2023	28.88	7561.98	RGWCD
12/4/2023	28.64	7562.22	RGWCD
1/12/2024	Dry Well	-	RGWCD
2/15/2024	Dry Well	-	RGWCD
3/4/2024	28.04	7562.82	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)
1/4/2023	18.27	7556.87	RGWCD
2/10/2023	18.10	7557.04	RGWCD
3/8/2023	18.07	7557.07	RGWCD

4/11/2023	18.19	7556.95	RGWCD
5/3/2023	18.13	7557.01	RGWCD
6/5/2023	14.50	7560.64	RGWCD
7/10/2023	17.57	7557.57	RGWCD
8/3/2023	18.93	7556.21	RGWCD
9/1/2023	19.45	7555.69	RGWCD
10/11/2023	18.63	7556.51	RGWCD
11/9/2023	18.17	7556.97	RGWCD
12/4/2023	17.92	7557.22	RGWCD
1/8/2024	17.62	7557.52	RGWCD
2/15/2024	17.43	7557.71	RGWCD
3/1/2024	17.31	7557.83	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)
1/6/2023	11.73	7530.35	RGWCD
2/6/2023	11.80	7530.28	RGWCD
3/3/2023	11.87	7530.21	RGWCD
4/5/2023	11.95	7530.13	RGWCD
5/3/2023	11.99	7530.09	RGWCD
6/5/2023	8.70	7533.38	RGWCD
7/6/2023	8.85	7533.23	RGWCD
8/2/2023	9.41	7532.67	RGWCD
9/1/2023	9.83	7532.25	RGWCD
10/17/2023	10.18	7531.90	RGWCD
11/9/2023	10.32	7531.76	RGWCD
12/1/2023	10.44	7531.64	RGWCD
1/3/2024	10.60	7531.48	RGWCD
2/15/2024	10.78	7531.30	RGWCD
3/1/2024	10.84	7531.24	RGWCD

USGS 373433105513201, NA03901034DDD, RGWCD49			
RG49			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
30.0	37.57517204 N	105.85856339 W	7548.69
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/6/2023	8.20	7540.08	RGWCD
2/14/2023	8.21	7540.07	RGWCD
3/3/2023	8.20	7540.08	RGWCD
4/10/2023	8.21	7540.07	RGWCD
5/8/2023	8.14	7540.14	RGWCD
6/2/2023	7.99	7540.29	RGWCD
7/11/2023	7.01	7541.27	RGWCD
8/11/2023	7.16	7541.12	RGWCD
9/1/2023	7.31	7540.97	RGWCD
10/11/2023	7.42	7540.86	RGWCD
11/9/2023	7.47	7540.81	RGWCD
12/1/2023	7.49	7540.79	RGWCD
1/12/2024	7.55	7540.73	RGWCD
2/15/2024	7.59	7540.69	RGWCD
3/1/2024	7.51	7540.77	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)

1/6/2023	14.96	7554.86	RGWCD
2/14/2023	14.80	7555.02	RGWCD
3/3/2023	14.76	7555.06	RGWCD
4/10/2023	14.78	7555.04	RGWCD
5/8/2023	14.24	7555.58	RGWCD
6/2/2023	8.02	7561.80	RGWCD
7/11/2023	11.74	7558.08	RGWCD
8/11/2023	12.95	7556.87	RGWCD
9/1/2023	13.41	7556.41	RGWCD
10/17/2023	13.91	7555.91	RGWCD
11/10/2023	13.96	7555.86	RGWCD
12/4/2023	13.98	7555.84	RGWCD
1/12/2024	13.88	7555.94	RGWCD
2/15/2024	13.81	7556.01	RGWCD
3/4/2024	13.71	7556.11	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)
1/6/2023	18.95	7575.82	RGWCD
2/14/2023	18.66	7576.11	RGWCD
3/3/2023	18.56	7576.21	RGWCD
4/12/2023	18.42	7576.35	RGWCD
5/8/2023	19.03	7575.74	RGWCD
6/2/2023	19.14	7575.63	RGWCD
7/11/2023	21.53	7573.24	RGWCD
8/11/2023	21.27	7573.50	RGWCD
9/1/2023	20.38	7574.39	RGWCD
10/17/2023	19.41	7575.36	RGWCD
11/10/2023	19.12	7575.65	RGWCD
12/4/2023	18.90	7575.87	RGWCD

1/12/2024	18.41	7576.36	RGWCD
2/15/2024	17.80	7576.97	RGWCD
3/4/2024	17.96	7576.81	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)
1/12/2023	6.11	7596.19	RGWCD
2/7/2023	6.10	7596.20	RGWCD
3/9/2023	6.09	7596.21	RGWCD
4/19/2023	5.88	7596.42	RGWCD
5/4/2023	4.64	7597.66	RGWCD
6/2/2023	2.74	7599.56	RGWCD
7/7/2023	5.17	7597.13	RGWCD
8/11/2023	6.00	7596.30	RGWCD
9/1/2023	6.22	7596.08	RGWCD
10/9/2023	6.34	7595.96	RGWCD
11/9/2023	6.15	7596.15	RGWCD
12/1/2023	6.18	7596.12	RGWCD
1/12/2024	6.10	7596.20	RGWCD
2/15/2024	6.15	7596.15	RGWCD
3/12/2024	6.20	7596.10	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)
1/6/2023	13.92	7624.79	RGWCD
2/14/2023	14.02	7624.69	RGWCD
3/3/2023	14.12	7624.59	RGWCD
4/12/2023	14.30	7624.41	RGWCD
5/8/2023	12.67	7626.04	RGWCD
6/2/2023	7.55	7631.16	RGWCD
7/11/2023	6.53	7632.18	RGWCD
8/11/2023	10.15	7628.56	RGWCD
9/1/2023	11.85	7626.86	RGWCD
10/17/2023	12.77	7625.94	RGWCD
11/10/2023	12.85	7625.86	RGWCD
12/4/2023	13.00	7625.71	RGWCD
1/10/2024	13.23	7625.48	RGWCD
2/15/2024	13.37	7625.34	RGWCD
3/4/2024	13.44	7625.27	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)
1/28/2023	-8.22	7622.28	RGWCD
2/22/2023	-8.58	7622.64	RGWCD
3/15/2023	-8.57	7622.63	RGWCD
4/21/2023	-8.79	7622.85	RGWCD
5/11/2023	-8.60	7622.66	RGWCD
6/15/2023	-8.60	7622.66	RGWCD
7/16/2023	-7.56	7621.62	RGWCD
8/15/2023	-6.81	7620.87	RGWCD

9/25/2023	-6.52	7620.58	RGWCD
10/20/2023	-7.62	7621.68	RGWCD
11/16/2023	-8.21	7622.27	RGWCD
12/13/2023	-8.62	7622.68	RGWCD
1/25/2024	-9.45	7623.51	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/19/2024	-9.97	7624.03	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)
1/27/2023	No Measurement	-	RGWCD
2/28/2023	-18.26	7616.64	RGWCD
3/24/2023	-19.49	7617.87	RGWCD
4/28/2023	-16.19	7614.57	RGWCD
5/22/2023	-15.25	7613.63	RGWCD
6/28/2023	-15.84	7614.22	RGWCD
7/18/2023	-15.36	7613.74	RGWCD
8/29/2023	-13.01	7611.39	RGWCD
9/29/2023	-12.38	7610.76	RGWCD
10/22/2023	-13.10	7611.48	RGWCD
11/30/2023	-17.09	7615.47	RGWCD
12/28/2023	-18.76	7617.14	RGWCD
1/25/2024	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/22/2024	-21.08	7619.46	RGWCD

*Preliminary Measurement			
USGS 373748105511501, NA03901014BBC, RGWCD ALA 13			
ALA 13			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
2150.0	37.63000180 N	105.85474300 W	7551.8
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/28/2023	-5.95	7561.28	RGWCD
2/22/2023	-11.45	7566.78	RGWCD
3/15/2023	-11.45	7566.78	RGWCD
4/21/2023	-11.69	7567.02	RGWCD
5/11/2023	-4.71	7560.04	RGWCD
6/15/2023	0.13	7555.20	RGWCD
7/16/2023	No Measurement	-	RGWCD
8/15/2023	No Measurement	-	RGWCD
9/25/2023	8.59	7546.74	RGWCD
10/20/2023	3.48	7551.85	RGWCD
11/16/2023	-5.25	7560.58	RGWCD
12/13/2023	-7.81	7563.14	RGWCD
1/25/2024	-10.50	7565.83	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/19/2024	-12.64	7567.97	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)
1/27/2023	No Measurement	-	RGWCD
9/29/2023	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)
1/27/2023	0.55	7636.73	RGWCD
2/18/2023	0.38	7636.90	RGWCD
3/23/2023	0.53	7636.75	RGWCD
4/22/2023	0.81	7636.47	RGWCD
5/18/2023	0.72	7636.56	RGWCD
6/28/2023	-0.63	7637.91	RGWCD
7/18/2023	0.36	7636.92	RGWCD
8/29/2023	2.27	7635.01	RGWCD
9/29/2023	1.90	7635.38	RGWCD
10/22/2023	1.48	7635.80	RGWCD
11/30/2023	0.31	7636.97	RGWCD
12/22/2023	-0.08	7637.36	RGWCD
1/31/2024	-0.49	7637.77	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/22/2024	-0.48	7637.77	RGWCD

*Preliminary Measurement			
USGS 375035106105501, NA04200735BCC, RGWCD SAG 1			
SAG1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
825.0	37.84305656 N	106.18252770 W	7651.62
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/28/2023	27.22	7623.65	RGWCD
2/21/2023	27.44	7623.43	RGWCD
3/30/2023	26.93	7623.94	RGWCD
4/25/2023	26.07	7624.80	RGWCD
5/23/2023	27.01	7623.86	RGWCD
6/29/2023	29.29	7621.58	RGWCD
7/25/2023	29.30	7621.57	RGWCD
8/29/2023	30.78	7620.09	RGWCD
9/27/2023	29.39	7621.48	RGWCD
10/23/2023	29.21	7621.66	RGWCD
11/29/2023	28.10	7622.77	RGWCD
12/21/2023	26.71	7624.16	RGWCD
1/25/2024	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/28/2024	26.50	7624.40	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)
1/28/2023	-43.16	7609.51	RGWCD
2/21/2023	-43.43	7609.78	RGWCD
3/30/2023	-43.62	7609.97	RGWCD
4/24/2023	-43.85	7610.20	RGWCD
5/23/2023	-43.15	7609.50	RGWCD
6/29/2023	-41.61	7607.96	RGWCD
7/25/2023	-40.65	7607.00	RGWCD
8/25/2023	-39.84	7606.19	RGWCD
9/27/2023	-39.18	7605.53	RGWCD
10/23/2023	-40.81	7607.16	RGWCD
11/21/2023	-41.65	7608.00	RGWCD
12/21/2023	-42.50	7608.85	RGWCD
1/25/2024	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/28/2024	-45.19	7611.54	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)
1/28/2023	-45.36	7619.68	RGWCD
2/21/2023	-45.81	7620.13	RGWCD
3/30/2023	-46.16	7620.48	RGWCD
4/24/2023	-46.21	7620.53	RGWCD

5/23/2023	-44.67	7618.99	RGWCD
6/29/2023	-42.78	7617.10	RGWCD
7/25/2023	-41.13	7615.45	RGWCD
8/24/2023	-39.76	7614.08	RGWCD
9/27/2023	-40.95	7615.27	RGWCD
10/23/2023	-42.72	7617.04	RGWCD
11/21/2023	-44.64	7618.96	RGWCD
12/21/2023	-45.84	7620.16	RGWCD
1/25/2024	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/28/2024	-47.89	7622.21	RGWCD
*Preliminary Measurement			
USGS 375154106102501, NA04200723CDD, RGWCD SAG 6			
SAG 6			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
120.0	37.86500084 N	106.17419380 W	7634.59
Confined Aquifer			
Date	Artesian Pressure Head Below Ground (ft.)*	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/28/2023	14.73	7620.58	RGWCD
2/21/2023	14.51	7620.80	RGWCD
3/30/2023	13.67	7621.64	RGWCD
4/25/2023	14.70	7620.61	RGWCD
5/23/2023	15.53	7619.78	RGWCD
6/29/2023	18.64	7616.67	RGWCD
7/25/2023	16.95	7618.36	RGWCD
8/29/2023	20.07	7615.24	RGWCD
9/27/2023	16.79	7618.52	RGWCD
10/23/2023	17.13	7618.18	RGWCD
11/29/2023	14.92	7620.39	RGWCD
12/21/2023	14.47	7620.84	RGWCD

1/24/2025	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/28/2024	13.61	7621.70	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)
1/28/2023	No Measurement	-	RGWCD
2/21/2023	-8.48	7619.38	RGWCD
3/30/2023	-8.66	7619.56	RGWCD
4/25/2023	-8.32	7619.22	RGWCD
5/23/2023	-4.57	7615.47	RGWCD
6/29/2023	-1.62	7612.52	RGWCD
7/25/2023	No Measurement	-	RGWCD
8/29/2023	-3.33	7614.23	RGWCD
9/27/2023	-4.22	7615.12	RGWCD
10/23/2023	-1.65	7612.55	RGWCD
11/29/2023	-6.98	7617.88	RGWCD
12/21/2023	-7.50	7618.40	RGWCD
1/25/2024	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/28/2024	-9.25	7620.15	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)
1/28/2023	No Measurement	-	RGWCD
2/21/2023	-33.56	7618.05	RGWCD
3/30/2023	-33.92	7618.41	RGWCD
4/25/2023	-32.56	7617.05	RGWCD
5/23/2023	-30.17	7614.66	RGWCD
6/29/2023	-28.10	7612.59	RGWCD
7/25/2023	-26.89	7611.38	RGWCD
8/29/2023	-26.18	7610.67	RGWCD
9/27/2023	-26.84	7611.33	RGWCD
10/23/2023	-28.17	7612.66	RGWCD
11/29/2023	-32.29	7616.78	RGWCD
12/21/2023	-32.66	7617.15	RGWCD
1/25/2024	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/28/2024	-34.53	7619.02	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)
1/28/2023	No Measurement	-	RGWCD
2/24/2023	-33.54	7614.75	RGWCD
3/30/2023	-34.16	7615.37	RGWCD
4/24/2023	-33.54	7614.75	RGWCD
5/23/2023	-33.11	7614.32	RGWCD
6/29/2023	-32.56	7613.77	RGWCD
7/25/2023	-31.10	7612.31	RGWCD
8/25/2023	-30.02	7611.23	RGWCD
9/27/2023	-29.82	7611.03	RGWCD
10/23/2023	-30.82	7612.03	RGWCD
11/21/2023	-32.33	7613.54	RGWCD
12/21/2023	-33.47	7614.68	RGWCD
1/25/2024	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/28/2024	-35.60	7616.81	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)
1/28/2023	No Measurement	-	RGWCD
2/24/2023	-24.05	7607.18	RGWCD
3/30/2023	-24.77	7607.90	RGWCD
4/24/2023	-24.71	7607.84	RGWCD

5/23/2023	-24.90	7608.03	RGWCD
6/29/2023	-24.42	7607.55	RGWCD
7/25/2023	-23.90	7607.03	RGWCD
8/25/2023	-22.87	7606.00	RGWCD
9/27/2023	-22.43	7605.56	RGWCD
10/23/2023	-22.71	7605.84	RGWCD
11/21/2023	-23.01	7606.14	RGWCD
12/21/2023	-23.67	7606.80	RGWCD
1/25/2024	No Measurement	-	RGWCD
2/15/2024	No Measurement	-	RGWCD
3/28/2024	-25.35	7608.48	RGWCD
*Preliminary Measurement			
USGS 373450105592901, NA03900933ABA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.58871896 N	105.98975942 W	7593.61
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/31/2023	10.53	7583.08	USGS
2/20/2024	9.69	7583.92	USGS
USGS 373820105541501, NA03901008ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
104.0	37.64725136 N	105.90088300 W	7567.84
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/31/2023	14.81	7553.03	USGS

2/20/2024	11.97	7555.87	USGS
USGS 373855105490901, NA03901001DDD1			
EW-32U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.64852484 N	105.81991496 W	7542.15
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
12/15/2022	8.04	7534.11	USBR
1/15/2023	8.03	7534.12	USBR
2/15/2023	8.06	7534.09	USBR
3/15/2023	8.10	7534.05	USBR
4/15/2023	8.13	7534.02	USBR
5/15/2023	8.08	7534.07	USBR
6/15/2023	6.63	7535.52	USBR
7/14/2023	7.37	7534.78	USBR
8/15/2023	7.72	7534.43	USBR
9/1/2023	7.83	7534.32	USBR
9/15/2023	7.87	7534.28	USBR
10/15/2023	7.91	7534.24	USBR
11/15/2023	7.88	7534.27	USBR
12/15/2023	7.82	7534.33	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)
12/15/2022	9.58	7532.57	USBR
1/15/2023	9.22	7532.93	USBR
2/15/2023	9.10	7533.05	USBR
3/15/2023	9.03	7533.12	USBR
4/15/2023	8.92	7533.23	USBR
5/15/2023	9.15	7533.00	USBR
6/15/2023	9.85	7532.30	USBR
7/14/2023	10.02	7532.13	USBR
8/15/2023	11.58	7530.57	USBR
9/1/2023	11.94	7530.21	USBR
9/15/2023	10.81	7531.34	USBR
10/15/2023	9.97	7532.18	USBR
11/15/2023	9.70	7532.45	USBR
12/15/2023	9.35	7532.80	USBR
USGS 373950105534001, NA04001033BCB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
135.0	37.67158430 N	105.89138270 W	7562.85
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/31/2023	17.76	7545.09	USGS
2/20/2024	14.67	7548.18	USGS
USGS 374002106021401, NA04000931BBC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
86.0	37.67227880 N	106.03871950 W	7616.29
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/31/2023	28.52	7587.77	USGS
2/20/2024	27.83	7588.46	USGS
USGS 374110105565501, NA04000924CCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
62.0	37.69111165 N	105.94621710 W	7579.96
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	-	-
USGS 374224105493901, NA04001024BAA1			
EW-33U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.70649518 N	105.82779667 W	7545.29
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
12/15/2022	22.81	7522.48	USBR
1/15/2023	22.68	7522.61	USBR
2/15/2023	22.59	7522.70	USBR
3/15/2023	22.50	7522.79	USBR
4/15/2023	22.46	7522.83	USBR
5/15/2023	22.42	7522.87	USBR
6/15/2023	22.45	7522.84	USBR
7/14/2023	22.73	7522.56	USBR
7/27/2023	22.81	7522.48	USBR
8/15/2023	22.87	7522.42	USBR

9/15/2023	22.97	7522.32	USBR
10/15/2023	22.94	7522.35	USBR
11/15/2023	22.82	7522.47	USBR
12/15/2023	22.67	7522.62	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)
12/15/2022	21.85	7523.44	USBR
1/15/2023	21.51	7523.78	USBR
2/15/2023	21.45	7523.84	USBR
3/15/2023	21.39	7523.90	USBR
4/15/2023	21.60	7523.69	USBR
5/15/2023	22.40	7522.89	USBR
6/15/2023	26.18	7519.11	USBR
7/14/2023	27.04	7518.25	USBR
7/27/2023	27.15	7518.14	USBR
8/15/2023	25.54	7519.75	USBR
9/15/2023	23.16	7522.13	USBR
10/15/2023	22.62	7522.67	USBR
11/15/2023	22.10	7523.19	USBR
12/15/2023	21.92	7523.37	USBR
USGS 374315105513001, NA04001011CBB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
84.0	37.72800006 N	105.85457610 W	7550.86
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/30/2023	24.61	7526.25	USGS
-	No Measurement	-	-
USGS 374407105511601, NA04001010AAA1			
EW-35U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.73525282 N	105.85502763 W	7548.76
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
44910	21.63	7527.13	USBR
44941	21.45	7527.31	USBR
2/15/2023	21.32	7527.44	USBR
3/15/2023	21.23	7527.53	USBR
4/15/2023	21.16	7527.60	USBR
5/15/2023	20.87	7527.89	USBR
6/15/2023	19.82	7528.94	USBR
7/14/2023	20.72	7528.04	USBR
7/31/2023	21.16	7527.60	USBR
8/15/2023	21.48	7527.28	USBR
9/15/2023	21.73	7527.03	USBR
10/15/2023	21.42	7527.34	USBR
11/15/2023	21.11	7527.65	USBR
12/15/2023	20.84	7527.92	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)
12/15/2022	21.32	7527.44	USBR
1/15/2023	21.13	7527.63	USBR
2/15/2023	21.03	7527.73	USBR
3/15/2023	20.99	7527.77	USBR
4/15/2023	21.56	7527.20	USBR
5/15/2023	21.17	7527.59	USBR
6/15/2023	25.38	7523.38	USBR
7/14/2023	30.51	7518.25	USBR
7/31/2023	33.5	7515.26	USBR
8/15/2023	28.24	7520.52	USBR
9/15/2023	22.13	7526.63	USBR
10/15/2023	20.65	7528.11	USBR
11/15/2023	20.35	7528.41	USBR
12/15/2023	20.13	7528.63	USBR

USGS 373640106032002, NA03900824BBB2

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
77.0	37.61727967 N	106.05749800 W	7623.34

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	-	-

USGS 373828106071502, NA03900808ABB2

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
54.0	37.64708002 N	106.12105186 W	7660.77

Unconfined Aquifer

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2022	29.47	7631.3	USGS
1/25/2023	30.18	7630.59	USGS
USGS 373830106094001, NA03900712BAB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
107.0	37.64721312 N	106.16301961 W	USGS

Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
2/1/2023	33.77	7660.61	USGS
-	No Measurement	-	-
USGS 373920106113001, NA03900703ABB			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
100.0	37.66029452 N	106.19497384 W	7726.4
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2023	43.83	7682.57	USGS
-	No Measurement	-	-
USGS 373924106084801, NA03900806BBB			

Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
14.0	37.66108539 N	106.14822280 W	7684.6
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2023	12	7672.6	USGS
-	No Measurement	-	-
USGS 374032106060202, NA04000828DBB2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
50.0	37.6828903 N	106.1029714 W	USGS
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
-	No Measurement	-	-
USGS 374245106025501, NA04000813ABB1			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
60.0	37.71902825 N	106.04766400 W	7616.34
Unconfined Aquifer			
	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2023	34.9	7581.44	USGS
-	No Measurement	-	-

USGS 374305106163701, NA04000614AAA			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
21.0	37.7191413 N	106.279449 W	7798.67
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2023	20.61	7778.06	USGS
-	No Measurement	-	-
USGS 374350106025001, NA04000801DCC			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
70.0	37.73397250 N	106.04746950 W	7616.35
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2023	35.66	7580.69	USGS
-	No Measurement	-	-
USGS 374415106063002, NA04000804BCC2			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
90.0	37.74166749 N	106.11188800 W	7645.53
Unconfined Aquifer			

Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
1/25/2023	44.78	7600.75	USGS
-	No Measurement	-	-
USGS 374549105540201, NA04101032ABB1			
EW-40U			
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
45.0	37.76367186 N	105.90050172 W	7555.25
Unconfined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
12/15/2022	30.81	7524.44	USBR
1/15/2023	30.64	7524.61	USBR
2/15/2023	30.47	7524.78	USBR
3/15/2023	30.36	7524.89	USBR
4/15/2023	30.24	7525.01	USBR
5/15/2023	30.30	7524.95	USBR
6/15/2023	30.22	7525.03	USBR
7/14/2023	30.87	7524.38	USBR
8/13/2023	31.57	7523.68	USBR
8/15/2023	31.60	7523.65	USBR
9/15/2023	31.88	7523.37	USBR
10/15/2023	31.80	7523.45	USBR
11/15/2023	31.65	7523.60	USBR
12/15/2023	31.45	7523.80	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)
12/15/2022	30.58	7524.67	USBR
1/15/2023	30.32	7524.93	USBR
2/15/2023	30.14	7525.11	USBR
3/15/2023	30.07	7525.18	USBR
4/15/2023	30.13	7525.12	USBR
5/15/2023	30.42	7524.83	USBR
6/15/2023	30.32	7524.93	USBR
7/14/2023	37.33	7517.92	USBR
8/13/2023	40.21	7515.04	USBR
8/15/2023	38.65	7516.60	USBR
9/15/2023	32.30	7522.95	USBR
10/15/2023	31.53	7523.72	USBR
11/15/2023	31.21	7524.04	USBR
12/15/2023	30.92	7524.33	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)
1/30/2023	39.88	7551.33	USGS
2/20/2024	39.06	7552.15	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)
1/30/2023	42.49	7579.97	USGS
2/20/2024	41.77	7580.69	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)
12/15/2022	37.5	7517.45	USBR
1/15/2023	37.24	7517.71	USBR
2/15/2023	37.00	7517.95	USBR
3/15/2023	36.76	7518.19	USBR
4/15/2023	36.55	7518.40	USBR
5/15/2023	36.68	7518.27	USBR
6/15/2023	36.64	7518.31	USBR
7/14/2023	37.00	7517.95	USBR
8/1/2023	37.46	7517.49	USBR
8/15/2023	37.73	7517.22	USBR
9/15/2023	37.88	7517.07	USBR
10/15/2023	37.68	7517.27	USBR
11/15/2023	37.42	7517.53	USBR
12/15/2023	37.19	7517.76	USBR
USGS 374734105543502, NA04101018DDD2			
EW-41C			

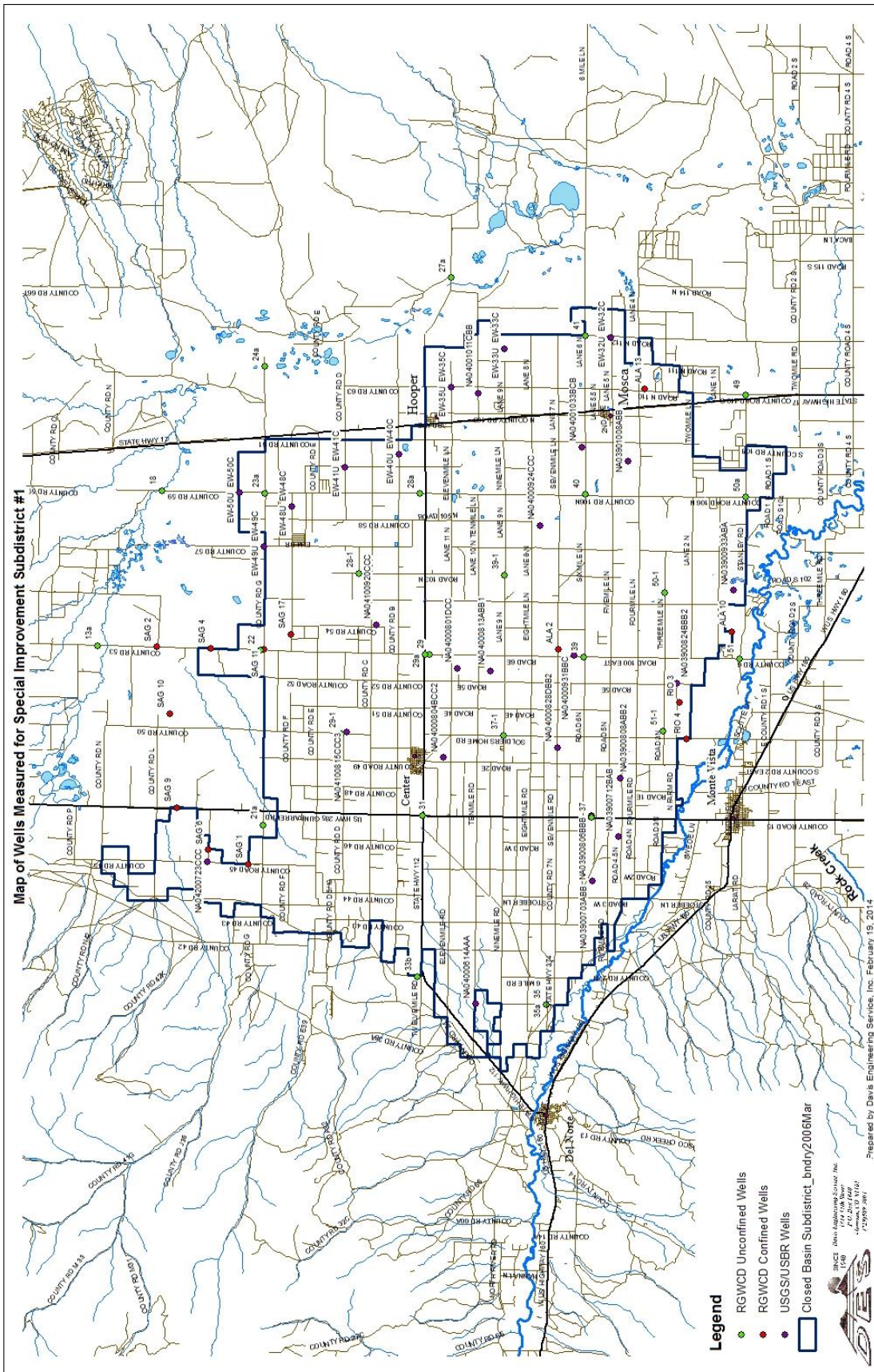
Well Depth (ft.)	Latitude (NAD83)	Longitude (NAD83)	Ground Elevation (ft. NAVD88)
	37.79284300 N	105.91032426 W	7554.95
Confined Aquifer			
Date	Depth to Water Below Ground (ft.)	Water Level Elevation (ft. NAVD88)	Data Source(s)
12/15/2022	36.70	7518.25	USBR
1/15/2023	36.39	7518.56	USBR
2/15/2023	36.11	7518.84	USBR
3/15/2023	35.96	7518.99	USBR
4/15/2023	36.08	7518.87	USBR
5/15/2023	36.29	7518.66	USBR
6/15/2023	36.54	7518.41	USBR
7/14/2023	39.77	7515.18	USBR
8/1/2023	40.63	7514.32	USBR
8/15/2023	39.90	7515.05	USBR
9/15/2023	37.26	7517.69	USBR
10/15/2023	36.93	7518.02	USBR
11/15/2023	36.72	7518.23	USBR
12/15/2023	36.48	7518.47	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)
7/15/2022	43.79	7516.09	USBR
6/15/2023	43.65	7516.23	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)
12/15/2022	44.22	7515.66	USBR
1/15/2023	43.92	7515.96	USBR
2/15/2023	43.69	7516.19	USBR
3/15/2023	43.51	7516.37	USBR
4/15/2023	43.32	7516.56	USBR
5/15/2023	43.16	7516.72	USBR
6/15/2023	43.39	7516.49	USBR
7/14/2023	44.17	7515.71	USBR
8/15/2023	44.84	7515.04	USBR
9/15/2023	44.94	7514.94	USBR
10/15/2023	44.90	7514.98	USBR
11/15/2023	44.76	7515.12	USBR
12/15/2023	44.62	7515.26	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)
12/15/2022	30.91	7529.32	USBR
1/15/2023	30.66	7529.57	USBR
2/15/2023	30.44	7529.79	USBR
3/15/2023	30.25	7529.98	USBR

4/15/2023	30.06	7530.17	USBR
5/15/2023	30.00	7530.23	USBR
6/15/2023	30.24	7529.99	USBR
7/14/2023	30.80	7529.43	USBR
8/15/2023	31.59	7528.64	USBR
9/15/2023	32.07	7528.16	USBR
10/15/2023	32.04	7528.19	USBR
11/15/2023	31.81	7528.42	USBR
12/15/2023	31.58	7528.65	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)
12/15/2022	30.82	7529.41	USBR
1/15/2023	30.56	7529.67	USBR
2/15/2023	30.34	7529.89	USBR
3/15/2023	30.15	7530.08	USBR
4/15/2023	29.97	7530.26	USBR
5/15/2023	30.05	7530.18	USBR
6/15/2023	30.35	7529.88	USBR
7/14/2023	31.64	7528.59	USBR
8/15/2023	32.47	7527.76	USBR
9/15/2023	32.25	7527.98	USBR
10/15/2023	32.08	7528.15	USBR
11/15/2023	31.81	7528.42	USBR
12/15/2023	31.55	7528.68	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)
12/15/2022	33.90	7517.03	USBR
1/15/2023	33.68	7517.25	USBR
2/15/2023	33.44	7517.49	USBR
3/15/2023	33.24	7517.69	USBR
4/17/2023	33.00	7517.93	USBR
5/15/2023	33.04	7517.89	USBR
6/15/2023	33.24	7517.69	USBR
7/14/2023	33.85	7517.08	USBR
8/15/2023	34.55	7516.38	USBR
9/15/2023	34.77	7516.16	USBR
10/15/2023	34.64	7516.29	USBR
11/15/2023	34.47	7516.46	USBR
12/15/2023	34.25	7516.68	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)
12/15/2022	32.04	7518.89	USBR
1/15/2023	31.67	7519.26	USBR
2/15/2023	31.33	7519.6	USBR
3/15/2023	31.15	7519.78	USBR
4/17/2023	32.96	7517.97	USBR

5/15/2023	32.11	7518.82	USBR
6/15/2023	37.22	7513.71	USBR
7/14/2023	42.30	7508.63	USBR
8/15/2023	38.30	7512.63	USBR
9/15/2023	33.83	7517.10	USBR
10/15/2023	33.32	7517.61	USBR
11/15/2023	32.85	7518.08	USBR
12/15/2023	32.51	7518.42	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)
1/30/2023	25.59	7620.02	USGS
2/20/2024	24.52	7621.09	USGS



Map of Wells Measured for Special Improvement Subdistrict #1

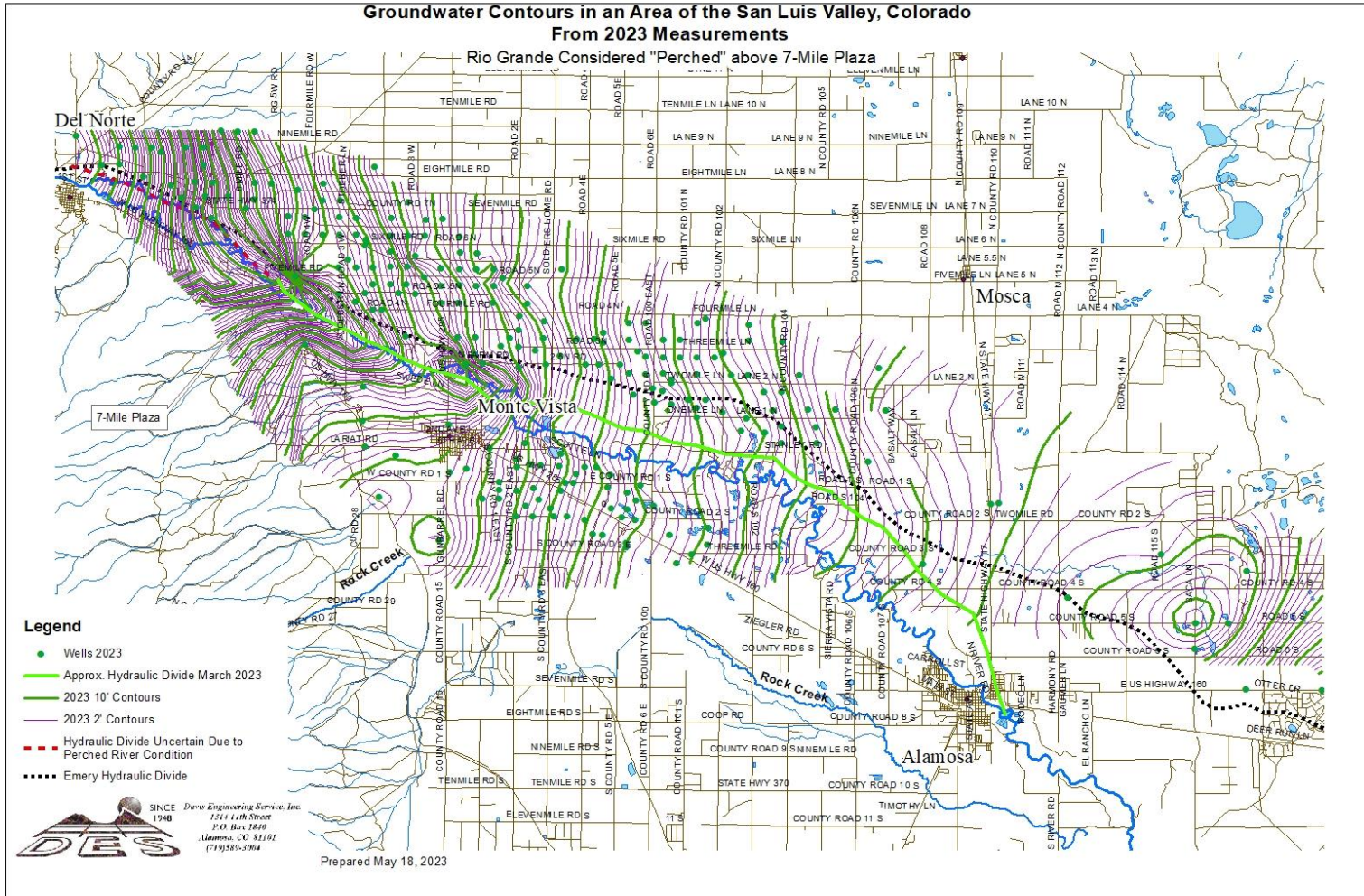
Legend

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

INCE (North Carolina Engineering Council) No. 1140
 Davis Engineering Service, Inc. No. 1212
 Prepared by Davis Engineering Service, Inc. February 19, 2014

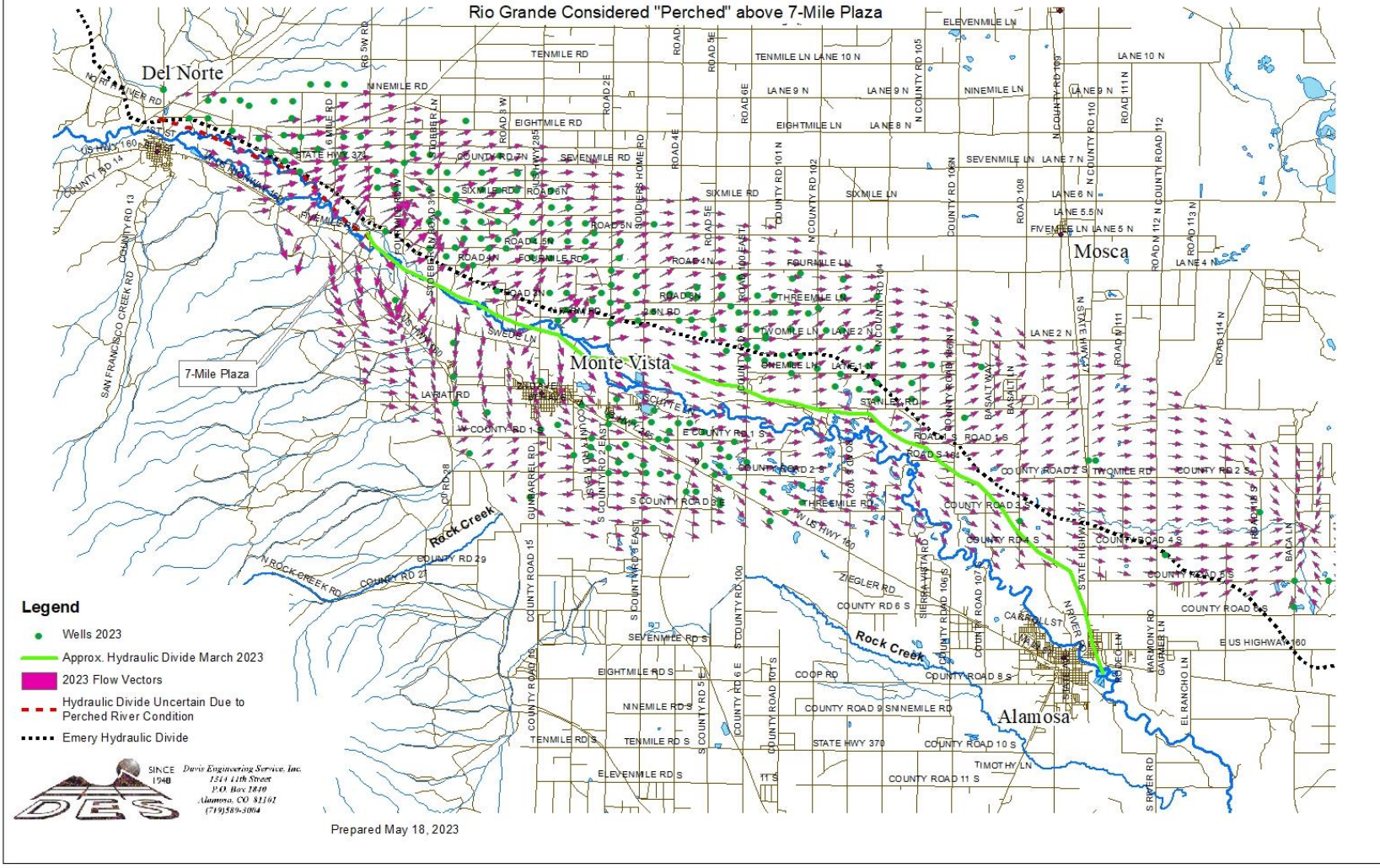
APPENDIX K

MAPS OF HYDRAULIC DIVIDE SHOWING GROUNDWATER CONTOURS AND FLOW VECTORS PREPARED FROM SPRING 2023 WELL MEASUREMENTS



Groundwater Flow Vectors in an Area of the San Luis Valley, Colorado
From 2023 Measurements

Rio Grande Considered "Perched" above 7-Mile Plaza



Appendix L

Subdistrict No. 1 Sustainability Programs

Description of eligibility for CREP program: Irrigated cropland must meet all land CRP cropland eligibility requirements as established in National CRP Directives; must have been irrigated with ground water or surface water at a rate of not less than ½ acre-foot per acre for 4 out of 6 years 2008 - 2013; must have been irrigated with not less than ½ acre-foot per acre for the planting of an irrigated crop within 24 months prior to submission of an offer; must be physically and legally capable of being irrigated in a normal manner when offered for enrollment; must have water rights that are in good standing and must be owned or controlled by the cropland owner. Surface water historically diverted and/or assigned to the parcel containing the enrolled CREP acres must continue to be diverted for recharge in a manner legally accepted by the State Engineer on the parcel or in close proximity at an approved Subdistrict location.

Permanent CREP									
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3	WDID4	WDID5
ALA#3	2014	Permanent	NE 08-40-10	124.9	2013956				
ALA#6	2014	Permanent	SW 24-39-09	126	2005950	2005951	2005955		
ALA#7	2014	Permanent	NE 06-38-10	119.5	2014091	2006322	2006321	2014092	
ALA#8	2014	Permanent	SE 06-38-10	119.2	2006327	2006328			
ALA#9	2014	Permanent	SW 06-38-10	121.1	2006325	2006326			
ALA#10	2014	Permanent	NE 08-38-10	118.1	2006332	2006331			
ALA#12	2014	Permanent	NE 07-39-11	122.8	2006684	2006685	2006686		
ALA#15	2014	Permanent	SW 31-39-10	67	2014274	2014107	2005512	2005448	
ALA#17	2015	Permanent	SE 08-40-10	118.6	2005098				
ALA#18	2015	Permanent	SW 08-40-10	122	2008177	2008178	2013955		
ALA#22	2015	Permanent	SE 24-39-09	121	2006005	2006656	2005171	2006655	
ALA#23	2015	Permanent	NW 06-38-10	124.66	2006323	2006324	2014088		
ALA#25	2015	Permanent	SE 25-39-09	80	2008223	2008224	2008225	2014054	
SAG#06	2015	Permanent	NE 23-42-07	114.1	2705248				
ALA#26	2016	Permanent	NW 20-39-10	110	2005476	2005537	2005538	2014266	
ALA#27	2016	Permanent	NE 20-39-10	110	2005769	2005770	2005771	2014270	
ALA#28	2016	Permanent	SE 20-39-10	110	2005766	2005767	2005768	2014267	2014268
ALA#29	2016	Permanent	NE 03-39-09	92.9	2008439				
ALA#30	2016	Permanent	NW 03-39-09	122.3	2008440	2208441			
ALA#31	2016	Permanent	SW 03-39-09	94	2009992				
ALA#32	2016	Permanent	SE 23-39-09	123	2009197	2014045	2014046		
ALA#33	2016	Permanent	NE 24-39-09	126	2006003	2006004	2006653	2006654	2014311
ALA#34	2016	Permanent	NW 24-39-09	126	2005952	2005953	2005954		
RG#04	2016	Permanent	N1/2N1/2 23-39-08	149.8	2005121	2008772			
ALA#38	2018	Permanent	SE 05-38-10	121.28	2014309	2006334	2014080	2006333	
ALA#39	2018	Permanent	NE 05-38-10	120.5	2006337	2006338	2014081	2014082	
ALA#40	2020	Permanent	SE 12-40-09	118	2010499	2010500	2013906	2014178	
ALA#41	2020	Permanent	SW 34-40-09	121.84	2006528	2006529			
ALA#42	2020	Permanent	NE 22-40-09	120	2014189	2009110			
SAG#33	2020	Permanent	NW 28-41-09	122.8	2008239				
SAG#34	2020	Permanent	SE 10-41-09	122	2705472				
ALA#43	2021	Permanent	NE 07-40-10	120	2008146	2008147	2013953		
ALA#44	2021	Permanent	NE 24-40-10	120.01	2005665	2005664	2005666		
ALA#45	2021	Permanent	NW 24-40-10	120.1	2005662	2005663			
ALA#46	2021	Permanent	SE 28-40-09	120	2010786	2010787			
ALA#47	2021	Permanent	SW 11-39-09	120.11	2008389	2014023			

Appendix L - Subdistrict No. 1 Sustainability Programs

Temporary CREP										
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3	WDID4	WDID5	Return Year
ALA#2	2014	Temporary	NW 23-39-09	120	2005642	2005643	2014474			2029
ALA#11	2014	Temporary	NW 12-40-10	121.5	2006153	2013962				2029
RG#01	2014	Temporary	NW 06-40-08	130	2006478	2008677	2008678	2012887		2029
RG#02	2014	Temporary	SE 10-39-09	120.4	2005857	2008391				2029
SAG#01	2014	Temporary	NE 09-41-08	144	2705126					2029
SAG#02	2014	Temporary	NW 09-41-08	144	2705519	2706148				2029
SAG#03	2014	Temporary	S1/2NE1/4 NENE 15-41-07 NW 14-41-07	210	2705342	2706196				2029
SAG#04	2014	Temporary	S1/2NW1/4 15-41-07	60	2705341	2706195				2029
ALA#16	2015	Temporary	SW 13-40-09	124	2008155	2008156				2030
ALA#19	2015	Temporary	SE 36-40-10	120	2008129	2008130	2014244			2030
ALA#21	2015	Temporary	NE 31-40-10	129	2005921	2005941	2006283	2006525		2030
ALA#24	2015	Temporary	NW 05-38-10	120.97	2006335	2006336	2014086	2014087		2030
SAG#07	2015	Temporary	N1/2SE1/4 NE 17-41-07	172.09	2705318					2030
SAG#08	2015	Temporary	SW 33-41-07	113	2012537	2014288				2030
SAG#09	2015	Temporary	NW N1/2SW 16-41-07	191	2706253	2705317				2030
SAG#10	2015	Temporary	SE 05-41-07	116.5	2705186	2705328				2030
SAG#11	2015	Temporary	SE 14-41-07	120	2705054					2030
ALA#35	2016	Temporary	SW 23-40-09	122	2005133	2005533				2031
RG#03	2016	Temporary	NW 1/4 & N/2 SW 1/4 5-39-7	139.9	2005886	2005868				2031
RG#07	2016	Temporary	SE 31-40-07	122	2005595					2031
RG#08	2016	Temporary	NE 19-39-08	123.32	2013377	2013618				2031
SAG#12	2016	Temporary	NE 22-41-07	120	2706014					2031
SAG#13	2016	Temporary	SW 11-41-07	124	2706246					2031
ALA#36	2017	Temporary	SW 16-40-09	113.92	2009113					2032
SAG#14	2017	Temporary	SW 24-41-07	120	2705344					2032
SAG#15	2017	Temporary	SE 04-41-07	122.4	2705067	2705068	2705523			2032
SAG#16	2017	Temporary	SW 04-41-07	123.4	2705069	2705070				2032
ALA#37	2018	Temporary	NW 01-40-09	106	2005774	2005775				2033
SAG#17	2018	Temporary	SE 24-42-08	120	2705293					2033
SAG#18	2018	Temporary	SW 24-42-08	120.35	2705290					2033
SAG#19	2018	Temporary	SE 33-42-07	114.32	2705224					2033
SAG#20	2018	Temporary	SW 34-42-07	124.78	2705225					2033
SAG#21	2018	Temporary	SE 34-42-07	125.58	2705225					2033
SAG#22	2018	Temporary	NE 33-42-07	119.3	2705224					2033
SAG#23	2018	Temporary	SE 10-41-07	123	2705197	2705359				2033
SAG#24	2018	Temporary	NE 22-42-07	125.15	2705246	2706237				2033
SAG#25	2018	Temporary	SW 03-41-07	126.1	2705006	2705790				2033
SAG#26	2018	Temporary	NW 03-41-07	126.3	2705184					2033
SAG#27	2018	Temporary	NE 04-41-07	125.5	2705185	2705356				2033
SAG#28	2018	Temporary	NW 04-41-07	53.6	2705327					2033
RG#09	2019	Temporary	SW 33-40-07	118.36	2006376	2006375				2034
RG#10	2019	Temporary	SE 29-40-07	120	2005127	2005168				2034
SAG#29	2019	Temporary	NE 20-40-07	112.81	2013784					2034
SAG#30	2019	Temporary	NW 34-42-07	126.95	2705259	2705021	2705020			2034
SAG#31	2019	Temporary	NE 34-42-07	118.9	2706194					2034
SAG#32	2020	Temporary	NE 23-41-07	120	2705347	2706258				2035
RG#11	2022	Temporary	SW 15-40-06	100	2005116					2037
SAG#35	2023	Temporary	SE 35-41-07	120	2009940	2013577				2038
SAG#36	2023	Temporary	NE 35-41-07	130.02	2005038	2010590	2014490			2038
SAG#37	2023	Temporary	NW 23-42-07	114.54	2705247					2038
SAG#38	2023	Temporary	NW 18-41-08	120	2705080					2038

Appendix L - Subdistrict No. 1 Sustainability Programs

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

Subdistrict 1 Fallow Program											
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3	WDID4	WDID5	WDID6	Return Year
#1	2021	SD1 Fallow	NW1/4 29-39-10	73.46	2008226	2014273					2025
#2	2021	SD1 Fallow	SW NE 16-40-6	50	2008591						2025
#3	2021	SD1 Fallow	NE SE 22-41-7	119	2009461	2009462					2025
#4	2021	SD1 Fallow	SE 1/4 6-39-11	118	2010696	2014473					2025
24_Fallow_2	2024	SD1 Fallow	NE 15-40-07	122.01	2014128						2025
24_Fallow_3	2024	SD1 Fallow	NW 31-40-10	126	2005916	2005918	2005919	2005920			2025
24_Fallow_4	2024	SD1 Fallow	SW 01-39-10	126	2012377	2012380	2014208				2025
24_Fallow_6	2024	SD1 Fallow	SE 31-41-10	120	2010180	2008027					2025
24_Fallow_7	2024	SD1 Fallow	S 1/2 25-40-09	198	2009414	2009415	2009416	2009417	2009418	2009424	2025
24_Fallow_8	2024	SD1 Fallow	NW 02-39-09	122	2014041	2005842	2005843				2025
24_Fallow_9	2024	SD1 Fallow	SW 35-40-09	123	2014197	2005756	2005757				2025
24_Fallow_10	2024	SD1 Fallow	NW 35-40-09	116	2014196	2005840	2005841				2025
24_Fallow_11	2024	SD1 Fallow	SW 20-40-10	126	2013860	2008046	2013319				2025
24_Fallow_13	2024	SD1 Fallow	SE 29-41-07	126	2013249						2025
24_Fallow_14	2024	SD1 Fallow	NW 27-41-07	120	2012539	2005109					2025
24_Fallow_15	2024	SD1 Fallow	W1/2 NE 24-41-09	64	2706157						2025
24_Fallow_16	2024	SD1 Fallow	NW 24-41-09	124	2705462	2705540					2025
24_Fallow_18	2024	SD1 Fallow	SE 06-40-09	116	2005072	2008612	2008613	2008617			2025
24_Fallow_19	2024	SD1 Fallow	NW 29-40-09	126	2005135	2005214					2025
24_Fallow_20	2024	SD1 Fallow	NW 32-41-09	126	2005716	2005717					2025
24_Fallow_21	2024	SD1 Fallow	NW 14-39-09	126	2009049	2014027					2025
24_Fallow_22	2024	SD1 Fallow	SW 14-39-09	126	2005571	2005572					2025
24_Fallow_23	2024	SD1 Fallow	NW 05-41-09	120	2705202	2705204					2025
24_Fallow_24	2024	SD1 Fallow	NW 09-41-09	120	2705103	2706287					2025
24_Fallow_25	2024	SD1 Fallow	SE 08-41-09	126	2705470	2705755					2025
24_Fallow_26	2024	SD1 Fallow	SE 29-41-09	126	2006602	2013856					2025
24_Fallow_29	2024	SD1 Fallow	NE 01-40-09	100	2008048	2009364	2009365				2025
24_Fallow_30	2024	SD1 Fallow	SW 04-40-10	126	2009478	2013685					2025
24_Fallow_31	2024	SD1 Fallow	NW 09-40-10	126	2010833	2013683	2014511				2025
24_Fallow_32	2024	SD1 Fallow	SE 11-39-08	118.62	2008962	2008963	2008964				2025
24_Fallow_33	2024	SD1 Fallow	SE 35-40-08	139.62	2005046	2005410					2025
24_Fallow_34	2024	SD1 Fallow	SE 33-40-08	101.4	2009207	2009209					2025
24_Fallow_35	2024	SD1 Fallow	SW 04-39-09	120	2008452	2008457					2025
24_Fallow_36	2024	SD1 Fallow	NW 12-40-08	118.8	2009305	2013915					2025
24_Fallow_37	2024	SD1 Fallow	SW 19-40-08	118.32	2005207	2014155					2025
24_Fallow_38	2024	SD1 Fallow	NW 30-40-08	118	2009721	2006305					2025
24_Fallow_39	2024	SD1 Fallow	SW 30-40-07	117	2013756						2025
24_Fallow_40	2024	SD1 Fallow	NW 32-40-09	136	2009083	2013888					2025
24_Fallow_41	2024	SD1 Fallow	NE 25-40-06	120	2008662	2008663					2025
24_Fallow_42	2024	SD1 Fallow	NE 30-40-07	114.68	2009120	2009123					2025
24_Fallow_43	2024	SD1 Fallow	NW 29-40-07	114.67	2013858	2009123					2025
24_Fallow_44	2024	SD1 Fallow	W1/2 NW 07-39-09	49	2009167	2005170	2009166				2025
24_Fallow_46	2024	SD1 Fallow	NW 20-40-07	126.74	2013791						2025
24_Fallow_47	2024	SD1 Fallow	NE 18-41-08	120	2705048	2705056					2025
24_Fallow_48	2024	SD1 Fallow	NW 23-41-09	126	2705490						2025
24_Fallow_50	2024	SD1 Fallow	SW 34-41-09	120	2008040	2010723					2025

Appendix L - Subdistrict No. 1 Sustainability Programs

Description of eligibility for program: Subdistrict No. 1 acting through its Water Activity Enterprise agreed to accept bids from Producers wishing to permanently retire all pumping associated with specific parcels of land. Bids were accepted by Subdistrict No. 1 and ranked based upon factors such as price and past pumping history. Successful bids were accepted and ownership of the well permits was transferred to Subdistrict No. 1. Additionally, the lands previously served by the Wells are permanently encumbered with a covenant that prevents the use of any groundwater for irrigation purposes on that land.

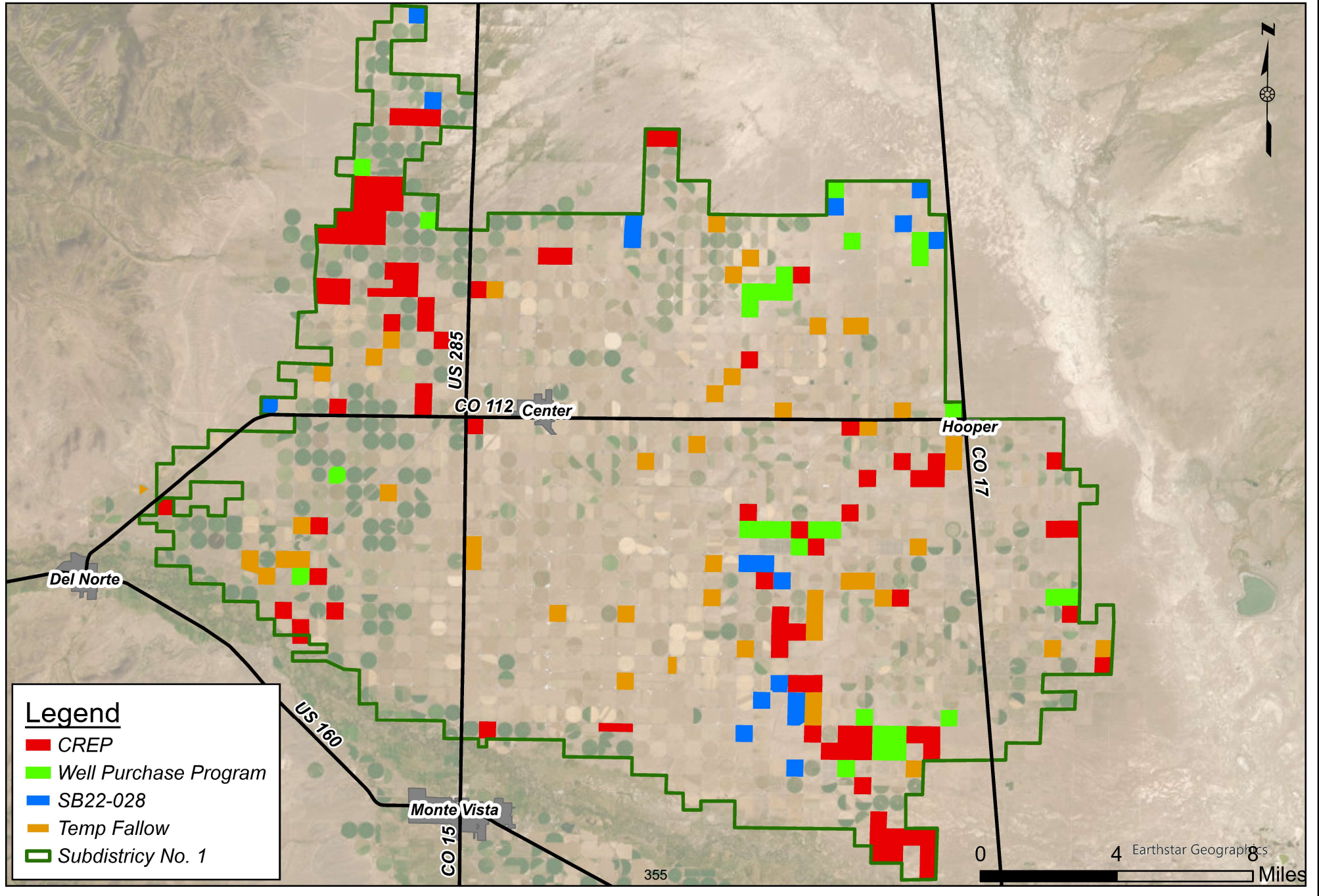
Subdistrict 1 Well Purchase Program							
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3 WDID4
2021-01	2022	Permanent	SE 22-40-09	125	2005698	2005699	
2021-02	2022	Permanent	NW 21-40-09	135	2006297	2006298	2014188
2021-03	2022	Permanent	NW 23-40-09	123	2005132	2005451	
2021-04	2022	Permanent	NE 16-41-09	130	2705474		
2021-05	2022	Permanent	SE 13-39-09	117	2005676	2005677	2013934 2013935
2021-06	2022	Permanent	NE 23-40-09	122	2005134	2005534	
2021-07	2022	Permanent	SW 33-41-10	97	2009617		
2021-08	2022	Permanent	NE 19-39-10	121	2008204		
2021-09	2022	Permanent	SW 19-39-10	125	2008203		
2021-10	2022	Permanent	NW 08-41-10	125	2705498		
2021-11	2022	Permanent	NE 35-42-09	128	2705307		
2022-1-01	2023	Permanent	NW 19-39-10	130	2005604		
2022-1-02	2023	Permanent	SE 19-39-10	128	2005603		
2022-1-03	2023	Permanent	SW 09-40-07	119	2011877	2006565	2006566
2022-1-04	2023	Permanent	SW 16-39-10	124	2006289	2014265	2006288
2022-1-05	2023	Permanent	SW 10-41-09	121	2705473		
2022-1-06	2023	Permanent	SW 01-41-09	124	2705548		
2022-1-07	2023	Permanent	NE 21-40-09	121	2006307	2006306	2006670
2022-1-08	2023	Permanent	NW 22-40-09	124	2006668	2006669	
2022-2-01	2023	Permanent	NW 16-41-09	123	2705476		
2023-01	2024	Permanent	NE 02-41-07	124	2705117	2705116	
2023-02	2024	Permanent	SW 29-40-07	130	2009121	2009122	
2023-03	2024	Permanent	SW 16-41-09	129	2705478		
2023-05	2024	Permanent	SW 05-41-10	123	2705499	2706226	
2023-06	2024	Permanent	NW 15-41-09	120	2705475		
2023-07	2024	Permanent	N1/2 36-40-10	240	2008173	2008172	2008214 2008215
2023-08	2024	Permanent	NW 25-39-09	123	2006570	2006571	
2023-09	2024	Permanent	SE 28-42-07	118	2705227		

Description of eligibility for program: The Rio Grande Water Conservation District, in cooperation with the Division of Water Resources, and the Colorado Water Conservation Board developed a program to expend grant funds that were dedicated to the Rio Grande Basin through the Groundwater Compact Compliance and Sustainability Fund (Program). The Program is dedicated to funding producers to permanently reduce groundwater withdrawals from non-exempt wells. To qualify, a quarter must have been irrigated with at least 50 AF for five out of the ten years between 2013 and 2022. Subdistrict No. 1 agreed to "incentivize" the Program and provide producers with additional funds to enroll in the Program. Successful applicants were accepted and ownership of the well permits was transferred to the Rio Grande Water Conservation District. Additionally, the lands previously served by the wells are permanently encumbered with a covenant that provides for either full or partial dry-up of all acres previously served by the wells.

Groundwater Compact Compliance and Sustainability Fund (SB22-028)							
Contract Identifier	First Fallow Year	Contract Type	Legal Description	Acres	WDID1	WDID2	WDID3
004	2024	Full Dry-Up	SE 14-42-07	125	2705244		
008	2024	Full Dry-Up	SW 27-40-09	118	2010788	2005909	
009	2024	Full Dry-Up	NE 2-41-08	121	2705378		
009	2024	Full Dry-Up	SE 2-41-08	131	2705440		
011	2024	Full Dry-Up	NE 15-39-09	119	2006679		
011	2024	Full Dry-Up	SE 15-39-09	119	2005923	2006678	
117	2024	Full Dry-Up	SE 35-42-09	125	2705306	2706239	
118	2024	Full Dry-Up	NW 32-42-10	125	2705223	2706223	
119	2024	Full Dry-Up	SW 10-39-09	123	2008390	2014022	
120	2024	Full Dry-Up	NW 21-39-09	122	2006637	2006643	2008720
121	2024	Full Dry-Up	NE 16-39-09	120	2009934	2014527	
121	2024	Full Dry-Up	NE 27-39-09	130	2008186	2008187	2013986
121	2024	Full Dry-Up	NW 28-40-09	123	2008476	2008482	2012223
121	2024	Full Dry-Up	NE 28-40-09	126	2008480	2008481	2008474
122	2024	Full Dry-Up	SE 05-41-10	125	2705500	2706225	
123	2024	Full Dry-Up	NE 06-41-10	120	2705507	2706229	
125	2024	Partial Dry-Up	SW 31-41-07	124	2012450		
126	2024	Full Dry-Up	NW 02-42-07	117	2705235		

Appendix L

Subdistrict No. 1 Sustainability Programs

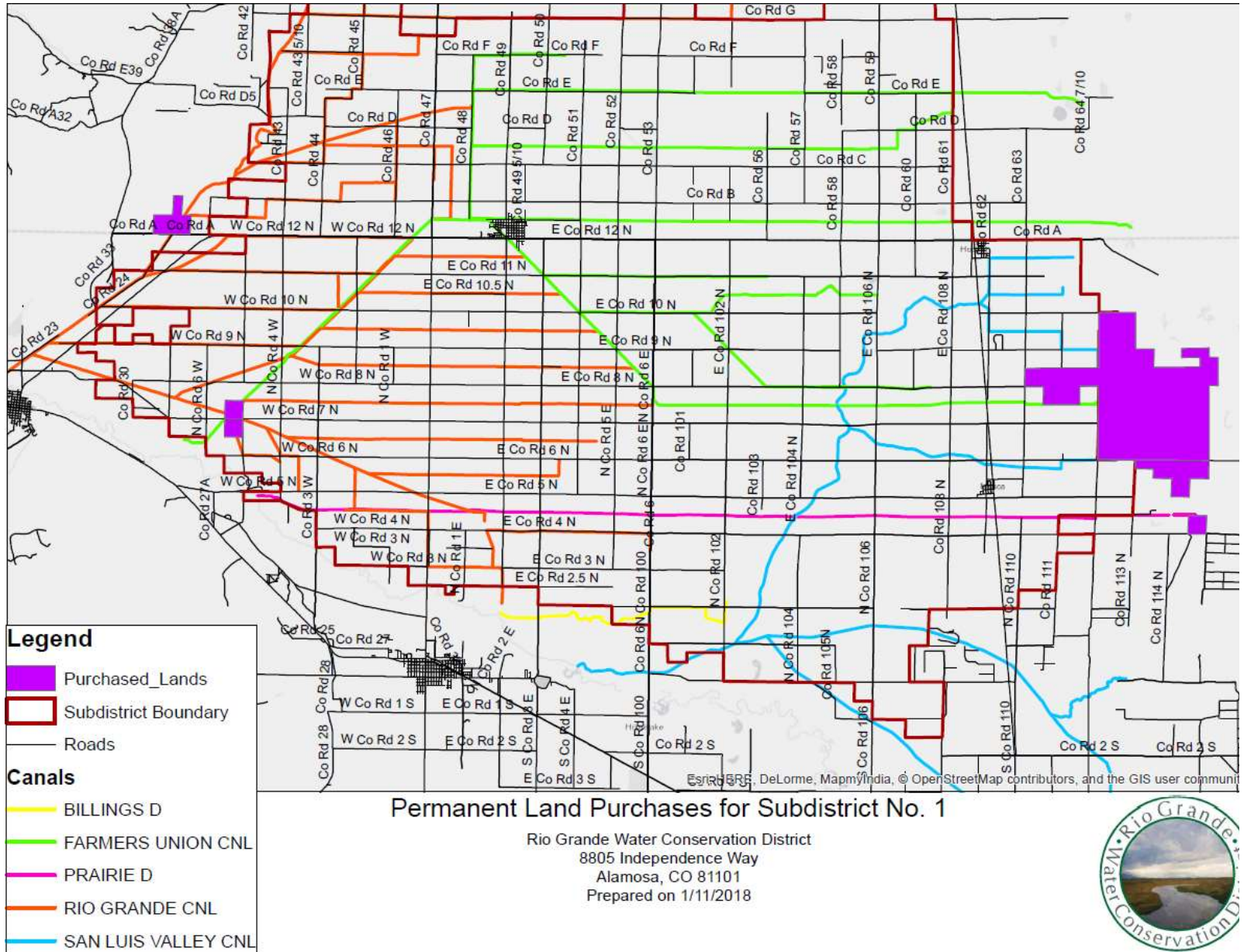


Legend

- CREP
- Well Purchase Program
- SB22-028
- Temp Fallow
- Subdistrict No. 1

Appendix M

Permanent Subdistrict #1/RGWCD Purchase



APPENDIX N
Centennial Carrier Resolution
March 1st, 2024

**RGWCD SPECIAL IMPROVEMENT DISTRICT NO. 1 AND
CENTENNIAL DITCH COMPANY RESOLUTION**

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

Whereas: Subdistrict No. 1 staff presented to the Board, as the reason for this request, that there can be times when there is a dry reach in the Rio Grande when the Excelsior Ditch is sweeping the river. This may occur when the Excelsior Ditch is the calling priority on the Rio Grande and there is no Rio Grande Compact call.

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

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

Whereas: The number of days it would be necessary to convey water through the Centennial Ditch during the irrigation season will depend on the calling priority on any given day, the amount of water in the Rio Grande available for diversion and Rio Grande Compact administration.

Whereas: Subdistrict No. 1 has offered compensation to the Centennial Ditch Company for this occasional use of the Centennial Ditch which the Board of Directors found acceptable.

Whereas: Subdistrict No. 1 shall provide the appropriate measuring devices under the direction of the Division Engineer to make the necessary measurements for the use of the Centennial Ditch in the manner.

Whereas: Subdistrict No. 1 shall provide the water to be carried for replacing depletions to the headgate of the Centennial Ditch as well as all transit losses occurred through evaporation and seepage to this water as it passes through the Centennial Ditch.

Whereas: Subdistrict No. 1 shall provide accounting subject to the reasonable acceptance of the Centennial Ditch Board of Directors and the Division Engineer.

Whereas: The Centennial Ditch Company assumes no liability for actions of Subdistrict No. 1 and by accepting this proposal does not commit or guarantee any future agreements with Subdistrict No. 1. Unless extended by mutual agreement of Subdistrict No. 1 and the Centennial Ditch Company, this agreement will end April 30, 2025.

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

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

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

The forgoing resolution was passed by the Board of Directors of the Centennial Ditch Company this 1st day of March, 2024.

ATTEST:

Signed: James Higel Date: 3/1/24

APPENDIX O
Great Sand Dunes National Park Contract
Information & Forbearance Agreements

January 14, 2021

Pamela Rice, Superintendent
United States Department of the Interior
Great Sand Dunes National Park and Preserve
11500 State Hwy 150
Mosca, CO 81146

Subject: Proposed Sustainability Metric for Future Groundwater Withdrawals by Great Sand Dunes National Park and Preserve

Dear Ms. Rice,

The Great Sand Dunes National Park Service (“NPS”) submitted a proposed Sustainability Metric to satisfy their obligations under their contract allowing participation in the Subdistrict No 1 2020 ARP. The proposal is to limit the pumping from the NPS wells to a total of 54.02 acre-feet from October 1, 2020 through September 30, 2025. This amounts to an average of 10.80 acre-feet/year over the five-year period.

DWR staff had several discussions with NPS representatives, Peter Fahmy and Tyler Gilkerson, as they were developing the metric. Their approach involved examining historical groundwater withdrawal records and establishing a current pumping limit that would not exceed historical withdrawals.

NPS found that available, reliable, historical pumping records are limited for years prior to 2000. They concluded in order to develop a Sustainability Metric by comparing historical and recent pumping records, NPS is limited to the available annual pumping records for 1992 through 1994 and 2000 through 2019. The average groundwater pumping for the 1992 through 1994 period is 15.3 gallons per visitor to the park. Using this data and other sources of information, an estimate of 10.804 acre-feet per year as an average amount of pumping for the entire pre-2000 time period was arrived at. If this average annual pumping is maintained for 5 years, it would total 54.02 acre-feet. This proposed Sustainability Metric is considered to be reasonable given the limited amount of historical data that is available.

NPS is in the process of obtaining a decreed Plan for Augmentation per DWR’s Groundwater Use Rule 6.1.2 which must include NPS’s detailed Sustainability Metric. This metric is considered acceptable for the five-year term described with the condition the metric must be reviewed for incorporation into the Plan for Augmentation when it is brought to court. The metric will be reevaluated at that time or at the end of the five-year period.

The proposed sustainability metric for the Great Sand Dunes National Park of 54.02 acre-feet of total pumping for the period of October 1, 2020 through September 30, 2025 is hereby approved. Be advised that this approval will expire on September 30, 2025 or on the date that

the pumping amount reaches 54.02 acre-feet, whichever comes first. A new sustainability metric must be developed and in place at the time that this approval expires in order for the Park wells to continue to operate after that time.

Sincerely,

A handwritten signature in black ink that reads "Kevin G. Rein". The signature is written in a cursive style with a large, stylized 'K' and 'R'.

Kevin G. Rein, P.E. State Engineer, Director
Colorado Division of Water Resources

ec: Division 3

Great Sand Dunes National Park & Preserve (GSDNPP)

Estimated Pumping for 2024 and Schedule of Depletions

This information was compiled on March 25, 2024, to assist with the compilation of the Annual Replacement Plan for Subdistrict No. 1. The estimated groundwater use for irrigation year 2024 (Table 1) is a prediction representing the average amounts of pumping and groundwater consumption reported from 2011-2023. The Consumptive Use percentage is 10% of total pumping.

Table 1
National Park Service Estimated Net Groundwater Consumptive Use
 (Units in acre-feet)

Year	National Park Service Total					Recharge that Offsets Groundwater					Net Groundwater Consumptive Use
	Irrigation Pumping to Center Pivots	Irrigation Pumping to Flood Irrigation	Other Pumping	Other Consumptive Use Ratio	Groundwater Consumption	Recharge Source 1	Recharge Source 2	Recharge Source 3	Recharge Source 4	Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
2011			9.95	10%	1.00					0	1.00
2012			10.48	10%	1.05					0	1.05
2013			9.74	10%	0.97					0	0.97
2014			10.50	10%	1.05					0	1.05
2015			10.79	10%	1.08					0	1.08
2016			16.36	10%	1.64					0	1.64
2017			7.28	10%	0.73					0	0.73
2018			5.60	10%	0.56					0	0.56
2019			7.75	10%	0.78					0	0.78
2020			11.62	10%	1.16					0	1.16
2021			5.79	10%	0.58					0	0.58
2022			7.63	10%	0.76					0	0.76
2023			4.77	10%	0.48					0	0.48
2024			9.10	10%	0.91					0	0.91
Avg			9.10		0.91						0.91

Estimated stream depletions (acre-feet) (Table 2) are average-based and assume that all groundwater withdrawn by the Park’s wells comes from reduced discharge of Medano Creek (i.e., change in aquifer storage = 0).

Table 2
National Park Service Monthly Net Stream Depletions for 2024 ARP Year
 (Units in acre-feet)

Response Area No.1 Total													
Stream Reach	2023								2024				Total
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
Medano Creek	0.077	0.075	0.077	0.077	0.075	0.077	0.075	0.077	0.077	0.072	0.077	0.075	0.910
Total	0.077	0.075	0.077	0.077	0.075	0.077	0.075	0.077	0.077	0.072	0.077	0.075	0.910

Depletions for the irrigation season will be remedied through forbearance agreements. Valid agreements are included for the following owners of water rights.

1. National Park Service
2. The Nature Conservancy
3. Colorado Division of Parks & Wildlife
4. Rio Grande Water Conservation District

Compliance with the Sustainability Metric

GSDNPP obtained approval of the State Engineer per a letter dated January 14, 2021, that describes a Sustainability Metric that is acceptable for a five-year period extending from October 1, 2020, through September 30, 2025. The proposed metric is to limit total pumping from the NPS wells to 54.02 acre-feet, averaging 10.80 acre-feet/year. NPS is in the process of obtaining a decreed Plan for Augmentation and this metric will be reevaluated at the end of the period for incorporation into the Plan. Total pumping for 2021, 2022, and 2023 was 6.31 acre-feet, 6.03 acre-feet, and 4.66 acre-feet, respectively. Therefore, total measured NPS pumping under this Sustainability Metric is 17.01 acre-feet. As is consistent with Table 1, predicted pumping for 2024 is 9.10 acre-feet. Therefore, total NPS pumping under this Sustainability Metric is predicted to be 26.11 acre-feet after 2024. Note: Sustainability Metric pumping data are reported on an October-through-September cycle; therefore, annual pumping totals reported in Table 3 differ from those reported in Tables 1 and 2.

Table 3
Compliance with the National Park Service Sustainability Metric
 (Units in acre-feet)

Year	Total Pumping
(1)	(2)
2021	6.31
2022	6.03
2023	4.66
2024*	9.10
2025	
Running Total*	26.11
Running Annual Average*	6.53
Total Volume Remaining*	27.91

*predicted

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2024, between the Rio Grande Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict") and The Nature Conservancy ("TNC"), (sometimes collectively referred to as the "Parties").

RECITALS

- A. TNC owns and operates portions of the Hull Ditch, the Los Ojos Ditch, the South Ditch No. 1, and the South Ditch No. 2 and the water rights decreed thereto ("Ditches"). The Ditches divert water from the Big and Little Spring Creeks in Sections 8, 9, 16, and 20 of Township 40 North, Range 12 East, N.M.P.M. in Alamosa and Saguache Counties, Colorado, and has decreed priorities totaling **60.25 c.f.s.**
- a. Hull Ditch (Big Spring):
 - i. Initial Decreed rate: 16.66 c.f.s.
 - ii. Amount after Selling to Great Sand Dunes National Park: **12.05 c.f.s.**
 - b. Los Ojos Ditch (Big Spring):
 - i. Initial Decreed rate: 33.30 c.f.s.
 - ii. Amount after Selling to Great Sand Dunes National Park: **24.09 c.f.s.**
 - c. South Ditch No. 1 (Little Spring):
 - i. Initial Decreed Rate: 13.33 c.f.s.
 - ii. Amount after Selling to Great Sand Dunes National Park: **9.64 c.f.s.**
 - d. South Ditch No. 2 (Little Spring):
 - i. Initial Decreed Amount: 20.00 c.f.s.
 - ii. Amount after Selling to Great Sand Dunes National Park: **14.47 c.f.s.**
- B. The Subdistrict is responsible for implementing its Plan of Water Management ("Plan") through its Annual Replacement Plan ("ARP"), as approved by the State Engineer.

- C. The quantity of water available for diversion from the Big and Little Spring Creeks by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditches at the top of the Stream Reach in order to remedy injurious stream depletions.
- D. TNC is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Ditches' water rights are remedied by means other than providing water to replace injurious stream depletions.
- E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARP for Plan Year 2023.

AGREEMENT

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

1. Term of Agreement. This Agreement will be in effect from May 1, 2024, through April 30, 2025.
2. Forbearance by TNC.
 - 2.1. During the term of this Agreement, TNC will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of TNC diverted from the Big and Little Spring Creeks at the headgates of the Ditches under priority nos. 3, 4, 6, and 8 by supplying water to the top of the affected Stream Reaches. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

- 2.2. This Agreement applies on each day during the term of the Agreement that at least one of the Ditches is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.
- 2.3. The number of acre-feet of injurious depletions to the water rights of the Ditches will be calculated each day that at least one of the Ditches is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditches would have been able to divert, but for the depletions caused by wells operating under Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2024 ARP as approved by the State and Division Engineers. The actual amounts of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.
- 2.4. This Agreement will apply only on days when the following proprieties decreed to the Ditches are the last priority served and the injurious depletions are not remedied by actual water:

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
#4 Hull Ditch	12.05
#5 Los Ojos Ditch	24.09
#6A South Ditch #1	9.64
#8A South Ditch #2	14.47

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

3. Payment. The District, acting by and on behalf of the Subdistrict, will pay TNC ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement.
4. No Subordination or Waiver of Right to Call. The forbearance by TNC under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditches. Under this Agreement the Ditches will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501 (4)(b) (I)(B), C.R.S., during the term of this Agreement TNC will not require the Subdistrict to make water available for diversion at the headgates of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2023 Annual Replacement Plans.
5. Notice. All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To TNC:

Director of Protection
2424 Spruce Street
Boulder, CO 80302

To the District or Subdistrict:

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

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

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

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

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

- 7.3. **Amendment - Interpretation.** This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. Any exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Colo.R.Civ.P. 6, then the relevant date will be extended automatically until the next business day.
- 7.4. **Non-Severability- Effect of Invalidity.** Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of TNC and the Subdistrict. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.
- 7.5. **Waiver.** The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 7.6. **Binding Effect and Assignability.** This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. TNC may not assign its rights or delegate its duties hereunder without the prior written consent of the District and the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of TNC, which consent must not be unreasonably withheld.

- 7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 7.8. Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 7.9. Time. Time is of the essence in this Agreement.
- 7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

The Nature Conservancy

By: Nancy Fishbein
 Nancy Fishbein, Director of Protection

2/6/2024
 Date

ACCEPTED:

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

By: Amber Pacheco
 Amber Pacheco, Deputy General Manager

2/7/2024
 Date

APPROVED:

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

By: 
Taylor Chick, Program Manager

2-7-24
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Rio Grande Water Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 ("Subdistrict") and the Rio Grande Water Conservation District ("Water Right Owner"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Water Right Owner holds storage water rights "Water Rights" in San Luis Lake ("Lake"). The Lake, as stated in 95CW40, is a natural lake located in portions of sections 25, 26, 35 and 36 in Range 11E Township 40N NMPM . The following described court cases have explanation of the Water Rights of the Water Right Owner for a total **1,205 Acre Feet** of storage rights in the Lake:

1. Case 95CW40- Equal Share with Colorado Parks and Wildlife
 - a. Storage Capacity Defined: 12,697 Acre Feet at 7,525 MSL
 - b. Total Appropriation: 4,045 Acre Feet
 - c. Adjudication Date: September 5th, 1996
 - d. Storage Right Granted: **1,205 Acre Feet** (equal share of 2,410 Acre Feet adjudicated)
 - e. Conditional Water Right: 817.5 Acre Feet (equal share of 1,635 Acre Feet of conditional water right)
 - f. Sources of water: Tributary inflows from Medano Creek, Sand Creek, Big Spring Creek, Little Spring Creek, and San Luis Creek and its tributaries, including Saguache Creek and La Garita Creek
2. This agreement is for forbearance on Water Rights on Medano Creek, Big Spring Creek and Little Spring Creek

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

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

D. The Water Right Owner, acting through its members and/or governing body is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-

501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Ditch's water right is remedied by means other than providing water to replace injurious stream depletions.

E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARPs for Plan Year 2023.

AGREEMENT

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

1. **Term of Agreement.** This Agreement will be in effect for:
Please initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

HP _____ Three Years (May 1, 2023 through April 30, 2026)

2. **Forbearance by the Water Right Owners.**

2.1. During the term of this Agreement, the Water Right Owners will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the Lake's water right by supplying water to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the Lake is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.

2.3. The number of acre-feet of injurious depletions to the Water Rights will be calculated each day the Water Rights are the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Water Rights would have been able to store, but for the depletions caused by wells operating under Subdistrict's ARPs. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2023 ARPs as approved by the State and Division Engineers. The actual amounts of injurious depletions to the Water Rights during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when any of the Water Rights, as decreed in Case No. 95CW40 is the last priority served and the injurious depletions are not remedied by actual water. On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the Water Rights is the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Water Rights to store the full amount of last priority served on that day.

3. Payment. The District, acting by and on behalf of the Subdistrict, will pay the Water Right Owner ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement.

4. No Subordination or Waiver of Right to Call. The forbearance by the Water Right Owner under this agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of their Water Rights. Under this Agreement the Water Right Owner will continue to call for all water legally and physically available for storage under its Water Rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Water Right Owner will not require the Subdistrict to make water available for storage into the Lake to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2023 Annual Replacement Plans.

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

To Water Right Owner:

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

To the District or Subdistrict:

Taylor Chick
Subdistrict #1 Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

[signatures follow on separate page]

Rio Grande Water Conservation District

By: Amber Pacheco
Amber Pacheco, Deputy General Manager

3/16/2023
Date

ACCEPTED:

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

By: Amber Pacheco
Amber Pacheco, Deputy General Manager

3/16/2023
Date

APPROVED:

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

By: Taylor Chick
Taylor Chick, Program Manager

3-16-2023
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023, between the Rio Grande Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 of the Rio Grande Water Conservation District Water Activity Enterprise ("Subdistrict") and Great Sand Dunes National Park ("GSDNP";), (sometimes collectively referred to as the "Parties").

RECITALS

- A. GSDNP owns and operates portions of the Hull Ditch, the Los Ojos Ditch, the South Ditch No. 1, and the South Ditch No. 2 and the water rights decreed thereto ("Ditches"). The Ditches divert water from the Big and Little Spring Creeks in Sections 8, 9, 16, and 20 of Township 40 North, Range 12 East, N.M.P.M. in Alamosa and Saguache Counties, Colorado, and has decreed priorities totaling **23.04 c.f.s.**
- a. Hull Ditch:
 - i. Initial Decreed rate: 16.66 c.f.s.
 - ii. Amount after Purchasing from The Nature Conservancy: **4.61 c.f.s.**
 - b. Los Ojos Ditch:
 - i. Initial Decreed rate: 33.30 c.f.s.
 - ii. Amount after Purchasing from The Nature Conservancy: **9.21 c.f.s.**
 - c. South Ditch No. 1:
 - i. Initial Decreed Rate: 13.33 c.f.s.
 - ii. Amount after Purchasing from The Nature Conservancy: **3.69 c.f.s.**
 - d. South Ditch No. 2:
 - i. Initial Decreed Amount: 20.00 c.f.s.
 - ii. Amount after Purchasing from The Nature Conservancy: **5.53 c.f.s.**
- B. The Subdistrict is responsible for implementing its Plan of Water Management ("Plan") through its Annual Replacement Plan ("ARP"), as approved by the State Engineer.

- C. The quantity of water available for diversion from the Big and Little Spring Creeks by the Ditches may be reduced by the stream depletions caused by wells that are covered by the ARP. Without this Agreement, the Subdistrict would make replacement water available for diversion by the water rights decreed to the Ditches at the top of the Stream Reach in order to remedy injurious stream depletions.
- D. GSDNP is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Ditches' water rights are remedied by means other than providing water to replace injurious stream depletions.
- E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARP for Plan Year 2023.

AGREEMENT

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

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

Please Initial next to your selection:

_____ One Year (May 1, 2023 through April 30, 2024)

ac Three Years (May 1, 2023 through April 30, 2026)

- 2. Forbearance by GSDNP.

- 2.1. During the term of this Agreement, GSDNP will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the water rights of GSDNP diverted from the Big and Little Spring Creeks at the headgates of the Ditches under priority nos. 3, 4, 6, and 8 by supplying water to the top of the affected

Stream Reaches. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

- 2.2. This Agreement applies on each day during the term of the Agreement that at least one of the Ditches is the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.
- 2.3. The number of acre-feet of injurious depletions to the water rights of the Ditches will be calculated each day that at least one of the Ditches is the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach, and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Ditches would have been able to divert, but for the depletions caused by wells operating under Subdistrict's ARP. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2023 ARP as approved by the State and Division Engineers. The actual amount of injurious depletions to the Ditches during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

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

<u>Priority No.</u>	<u>Amount (c.f.s.)</u>
#3 Los Ojos Ditch	9.21
#4 Hull Ditch	4.61
#6 South Ditch #1	3.69
#8 South Ditch #2	5.53

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

3. **Payment.** The District, acting by and on behalf of the Subdistrict, will pay GSDNP ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement.
4. **No Subordination or Waiver of Right to Call.** The forbearance by GSDNP under this Agreement is not a subordination of its water rights to any junior water rights, and is not an agreement to reduce the call of its water rights on the Ditches. Under this Agreement the Ditches will continue to call for all water legally and physically available for diversion under its water rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement GSDNP will not require the Subdistrict to make water available for diversion at the headgates of the Ditches to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2023 Annual Replacement Plans.
5. **Notice.** All notices and other communications that are required or permitted to be given to the Parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by express courier, or by First Class U.S. Mail, postage prepaid. Notice

delivered in person or by courier shall be effective upon such delivery; notice provided through U.S. Mail shall be effective three days after deposit in the U.S. Mail. Notice shall be given to the receiving party at the following addresses:

To Great Sand Dunes National Park:

Andrea Compton
Acting Superintendent
Great Sand Dunes National Park and Preserve
11150 State Highway 150
Mosca, CO 81146

To the District or Subdistrict:

Taylor Chick
Subdistrict #1 Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. Miscellaneous Provisions.

- 7.1. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings, written or oral, with respect to the subject matter. Except for those that are set forth in this Agreement, no representations, warranties, or agreements have been made by GSDNP or the District or Subdistrict to one another with respect to this Agreement.
- 7.2. Survival. Each of the representations and warranties made by the Parties in this Agreement, or in any document or instrument delivered pursuant to this Agreement, must be true and correct in all material respects on the date hereof, and are be deemed to be made again as of the date of any payment, and must then be true and correct in all material respects.
- 7.3. Amendment - Interpretation. This Agreement cannot be modified orally, but only by an amendment in writing signed by the Parties. The captions of this Agreement are for convenience of reference only, are not a part of this Agreement, and do not define or limit any of the terms of this Agreement. Any exhibits to this Agreement are incorporated into the Agreement. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine, and neuter adjectives include one another. If any date for any action under this Agreement falls on a Saturday, Sunday or a day that is a "holiday" as such term is defined in Colo.R.Civ.P. 6, then the relevant date will be extended automatically until the next business day.
- 7.4. Non-Severability- Effect of Invalidity. Each paragraph in this Agreement is intertwined with the others and is not severable unless by mutual consent of GSDNP and the Subdistrict. If any portion of this Agreement is held invalid or unenforceable for any reason by a Court of competent jurisdiction as to any party or as to all Parties, the entire Agreement will terminate.

- 7.5. Waiver. The failure of a party to insist in one or more cases upon the strict observation of any of the terms of this Agreement is not a waiver or relinquishment, in any future case, of any of the terms of this Agreement.
- 7.6. Binding Effect and Assignability. This Agreement and the rights and obligations created hereby are binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns, if any. GSDNP may not assign its rights or delegate its duties hereunder without the prior written consent of the District and the Subdistrict, which consent shall not be unreasonably withheld. The Subdistrict may not assign its rights hereunder to any other person or entity without the prior written consent of GSDNP, which consent must not be unreasonably withheld.
- 7.7. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado in all respects, including matters of validity, construction, performance, and enforcement. Venue on any action arising out of this Agreement will be proper only in the District Court of Alamosa County, State of Colorado.
- 7.8. Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies whatsoever upon any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
- 7.9. Time. Time is of the essence in this Agreement.
- 7.10. Joint Draft. The parties, with each having the opportunity to seek the advice of legal counsel and each having an equal opportunity to contribute to its content, draft this Agreement jointly.

Great Sand Dunes National Park

By: Andrea Compton
Andrea Compton, GSDNP Acting Superintendent

03/27/2023
Date

ACCEPTED:

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

By: Amber Pacheco
Amber Pacheco, Deputy General Manager

3/28/23
Date

APPROVED:

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

By: Taylor Chick
Taylor Chick, Program Manager

3-28-23
Date

FORBEARANCE AGREEMENT

This Forbearance Agreement is entered into effective May 1, 2023 between the Rio Grande Water Conservation District's Water Activity Enterprise, ("District") acting for and on behalf of Special Improvement Districts No. 1 ("Subdistrict") and the Colorado Parks and Wildlife ("Water Rights Owner"), (sometimes collectively referred to as the "Parties").

RECITALS

A. The Water Rights Owner holds storage water rights in San Luis Lake & Head Lake ("Lakes"). The Lakes, as stated in W3962 for San Luis Lake further described in 95CW40, and W3963 for Head Lake, are natural lakes located in portions of sections 25, 26, 35 and 36 (San Luis Lake) and sections 14, 15, and 23 (Head Lake) in Range 11E Township 40N NMPM. The following described court cases have an explanation of the Water Rights of the Water Rights Owner for a total **10,600 Acre Feet** of combined storage rights in the Lakes:

1. Case W3962-San Luis Lake
 - a. Appropriation Date: August 5, 1969
 - b. Adjudication Date: December 15, 1978
 - c. Storage Right: **8,645 Acre Feet** at 7,520.8 MSL (further defined in 95CW40)
 - d. Sources of water: San Luis Creek, Big Spring Creek, and ground water from the unconfined aquifer of the Closed Basin

2. Case W3963-Head Lake
 - a. Appropriation Date: August 5, 1969
 - b. Adjudication Date: December 15, 1978
 - c. Storage Right: **750 Acre Feet**
 - d. Sources: San Luis Creek, Big Spring Creek, and ground water from the unconfined aquifer of the Closed Basin

3. Case 95CW40- Equal Share with Rio Grande Water Conservation District
 - a. Storage Capacity Defined: 12,697 Acre Feet at 7,525 MSL
 - b. Total Appropriation: 4,045 Acre Feet
 - c. Adjudication Date: September 5th, 1996
 - d. Absolute Storage Right: **1,205 Acre Feet** (equal share of 2,410 Acre Feet adjudicated)
 - e. Conditional Water Right: 817.5 Acre Feet (equal share of 1,635 Acre Feet of conditional water right)
 - f. Sources of water: Tributary inflows from Medano Creek, Sand Creek, Big Spring Creek, Little Spring Creek, and San Luis Creek and its tributaries, including Saguache Creek and La Garita Creek
 - g. Water rights decreed in Case 95CW40 are not subject to forbearance under this agreement unless water rights pursuant to paragraph 2.4 below are fully served.

4. This agreement is for forbearance of replacements owed to the subject Water Rights on Big Spring Creek and Little Spring Creek, in relationship to Medano Creek.

B. The Subdistrict is responsible for implementing its respective Plans of Water Management (“Plan”) through its Annual Replacement Plans (“ARP”), as approved by the State Engineer.

C. The quantity of water available to the subject Water Rights may be reduced by the stream depletions caused by wells that are covered by the ARP, more specifically depletions from the Great Sand Dunes National Park “GSDNP” wells. Without this Agreement, the Subdistrict and/or GSDNP would make replacement water available for diversion to the subject Water Rights at the top of the Stream Reach in order to remedy injurious stream depletions.

D. The Water Rights Owner, acting through its members and/or governing body is willing to enter into this Agreement as an agreement of the type contemplated by section 37-92-501(4)(b)(I)(B), C.R.S., pursuant to which injury to the Water Rights Owner’s Water Rights are remedied by means other than providing water to replace injurious stream depletions.

E. The District, on behalf of the Subdistrict, desires to enter into this Forbearance Agreement as part of the ARPs for Plan Years 2023, 2024 and 2025.

AGREEMENT

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

1. Term of Agreement. This Agreement will be in effect from May 1, 2023 through April 30, 2026)

2. Forbearance by the Parties.

2.1. During the term of this Agreement, the Water Rights Owner will forebear from requiring the Subdistrict to replace any of the injurious stream depletions to the subject Water Rights to the top of the affected Stream Reach. Instead, the Subdistrict will remedy injurious stream depletions under this Agreement, in their sole and individual discretion, as long as forbearance is allowed by the Colorado Division of Water Resources.

2.2. This Agreement applies on each day during the term of the Agreement that the subject Water Rights are the calling water right, except as provided in paragraph 2.4 below. The calling water right each day will be deemed to be the last priority served on that day as identified by the Colorado Division of Water Resources. On days when the Colorado Division of Water Resources does not identify the last priority served, the parties will use the last priority

served from the most recent Daily Report until the Colorado Division of Water Resources identifies a new last priority served.

2.3. The number of acre-feet of injurious depletions to the subject Water Rights will be calculated each day the subject Water Rights are the calling water right, in whole or in part, and injurious depletions are not remedied by the Subdistrict providing replacement water to the top of the affected Stream Reach and the Subdistrict will keep a running total of said depletions. The daily injurious depletions in acre-feet will be the amount of water that the Water Rights would have been able to store, but for the depletions caused by wells operating under Subdistrict's ARPs. The maximum rate of daily depletions will initially be determined by dividing the number of days in the month into the estimated monthly stream depletions to the affected Stream Reach as contained in the Subdistrict's 2023 ARPs as approved by the State and Division Engineers. The actual amounts of injurious depletions to the Water Rights during the term of this Agreement will be determined pursuant to paragraph 3.2 below.

2.4. This Agreement will apply only on days when any of the subject Water Rights, as decreed in Case No. W3962 and W3963, are the last priority served and the injurious depletions are not remedied by actual water. On such days the amount of water that must be provided by the Subdistrict to replace the injurious stream depletions to the subject Water Rights are the lesser of either (1) the daily rate of stream depletions otherwise required to be replaced by the Subdistrict calculated in accordance with paragraph 2.3, or (2) the amount of water necessary to allow the Water Rights to store the full amount of last priority served on that day.

3. Payment. The District, acting by and on behalf of the Subdistrict, will pay the Water Rights Owner ten dollars (\$10.00) as a one-time payment for this Agreement. All Parties specifically acknowledge that this one-time payment is sufficient consideration for this agreement. This Agreement is for the forbearance of replacement of up to 2 acre-feet of injurious stream depletions per year to the subject Water Rights caused by operation of the Subdistrict's 2023 through 2025 ARPs.

4. No Subordination or Waiver of Right to Call. The forbearance by the Water Rights Owner under this agreement is not a subordination of its Water Rights to any junior water rights, and is not an agreement to reduce the call of their Water Rights. Under this Agreement the Water Rights Owner will continue to call for all water legally and physically available for storage under its Water Rights. Pursuant to section 37-92-501(4)(b)(I)(B), C.R.S., during the term of this Agreement the Water Rights Owner will not require the Subdistrict to make water available for the subject Water Rights to offset depletions that would otherwise have to be replaced by the Subdistrict under its 2023 Annual Replacement Plan.

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

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

To Water Rights Owner:

Colorado Parks and Wildlife
Rick Basagoitia, Area Wildlife Manager
0722 South Road 1 East
Monte Vista, CO 81144

Ryan Unterreiner, Water Resources Specialist
415 Turner Drive
Durango, CO 81303

To the District or Subdistrict:

Taylor Chick
Subdistrict #1 Program Manager
Rio Grande Water Conservation District
8805 Independence Way
Alamosa, CO 81101

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

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

7. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

[signatures follow on separate page]


Colorado Division of Parks and Wildlife

By: 
Title: Area wildlife manager

4/11/2023
Date

ACCEPTED:

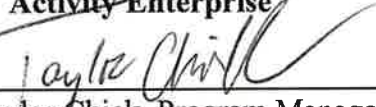
**The Rio Grande Water Conservation District,
Water Activity Enterprise**

By: 
Amber Pacheco, Deputy General Manager

4/11/2023
Date

APPROVED:

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

By: 
Taylor Chick, Program Manager

4-11-2023
Date

Appendix P

2023-2024 Contracted Wells

Special Improvement District No. 1 Contract Wells 2023-2024			
WDID	Court Case	Uses Shown in Subdistrict Contract	CU %
2014642	22CW0039	Commercial-Humidification	100
2014112	18CW0008	Commercial-Humidification	100
2014656	23CW0003	Commercial-Humidification	100
2014602	22CW3032	Commercial-Humidification	100
2013775	98CW0033	Commercial-Humidification	100
2014635	22CW0006	Commercial-Humidification	100
2014655	23CW0014	Irrigation-Supplemental	83
2706354	23CW0019	Irrigation-Supplemental	83
2706355	23CW0019	Irrigation-Supplemental	83
2706356	23CW0019	Irrigation-Supplemental	83
2706357	23CW0019	Irrigation-Supplemental	83
2706358	23CW0013	Irrigation-Supplemental	83
2706359	23CW0013	Irrigation-Supplemental	83
2014660	22CW0037	Irrigation-Supplemental	83
2014658	23CW0017	Irrigation-Supplemental	83
2706352	23CW0004	Irrigation-Supplemental	83
2014666	23CW3011	Irrigation-Supplemental	83
2014667	23CW3011	Irrigation-Supplemental	83
2014664	22CW0044	Irrigation-Supplemental	83
2014659	23CW3013	Irrigation-Supplemental	83
2706360	23CW0007	Irrigation-Supplemental	83
2014661	23CW0010	Irrigation-Supplemental	83
2014662	23CW0010	Irrigation-Supplemental	83
2014663	23CW0010	Irrigation-Supplemental	83
2014644	22CW0040	Irrigation-Supplemental	83
2014665	23CW0006	Irrigation-Supplemental	83
2014671	24CW0004	Irrigation-Supplemental	83